



# The Victory Electric Cooperative Association, Inc.

## Schedule of Tariffs

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# All-Electric Service

## Applicability

This schedule is applicable to residential services. The member must use electric heat for their primary heating source, and an electric water heater(s) must be the primary source of water heating for the residence. Each residence shall have its own separate service.

## Characteristics of Service

Single-phase, 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	<u>MKEC</u> <sup>1</sup>	<u>Legacy</u> <sup>2</sup>
	\$15	\$20
<u>Energy Charge</u>	<u>Summer</u> *	<u>Winter</u> **
0-600 kWh	\$0.121778 per kWh	\$0.111778 per kWh
More than 600 kWh	\$0.121778 per kWh	\$0.081778 per kWh

Energy Cost Adjustment Subject to change each month per calculation in ECA tariff

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Minimum Bill

The minimum monthly bill shall be the Service Availability Charge or determined from the transformer capacity schedule below<sup>3</sup>:

1. \$25 for transformer capacity of 37.5 kVA
2. \$50 for transformer capacity of 50 kVA or greater

## Terms and Conditions

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.

<sup>2</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.

<sup>3</sup>Transformer capacity schedule is only applicable when the service does not share its transforming device with another service(s).



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# Domestic Service

## Applicability

This schedule is applicable to all domestic and residential services, and is also applicable to schools, churches, and community halls within the Legacy service territory. Each residence shall have its own separate service.

## Characteristics of Service

Single-phase, 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

Service Availability Charge  
\$20

MKEC<sup>1</sup>

Legacy<sup>2</sup>\$15

Energy Charge

Summer\*

\$0.121778 per kWh

Winter\*\*

\$0.111778 per kWh

Energy Cost Adjustment

Subject to change each month per calculation in ECA tariff

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Minimum Bill

The minimum monthly bill shall be the Service Availability Charge or determined from the transformer capacity schedule below<sup>3</sup>.

1. \$25 for transformer capacity of 37.5 kVA
2. \$50 for transformer capacity of 50 kVA or greater

## Terms and Conditions

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.

<sup>2</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.

<sup>3</sup>Transformer capacity schedule is only applicable when the service does not share its transforming device with another service(s).



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## Small Commercial Service

### Applicability

This schedule is applicable to commercial, industrial and multi-phase members for all uses including lighting, heating and power. This rate is available for members whose metered monthly demand does not exceed ten (10) kilowatts in more than four (4) months during a twelve (12) month period. This schedule is not applicable to breakdown, standby, supplementary, resale or shared services.

### Characteristics of Service

Single phase or multi-phase where available, 60 Hz, at any standard voltage approved by the cooperative.

### Net Monthly Bill

<u>Service Availability Charge</u>	<u>MKEC<sup>1</sup></u>	<u>Legacy<sup>2</sup></u>
Single Phase:	\$15	\$25
Three Phase:	\$25	\$35
 <u>Energy Charge</u>	 <u>Summer*</u>	 <u>Winter**</u>
	\$0.110995 per kWh	\$0.100995 per kWh
 <u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA tariff	

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

### Minimum Bill

The minimum monthly bill shall be the Service Availability Charge.

### Determination of Billing Demand

Member's maximum kW measured during any 15-minute interval for the consumption period.

### Terms and Conditions

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net). Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.

<sup>2</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



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# Large Commercial Service

## Applicability

This schedule is applicable to commercial, industrial, multi-phase and farm members for all uses including lighting, heating and power. This rate is available for members whose metered monthly demand exceeds ten (10) kilowatts, but is less than 1,000 kilowatts in more than four (4) months during a twelve (12) month period. This schedule is not applicable for breakdown, standby, supplementary, resale or shared services.

## Characteristics of Service

Single-phase or multi-phase, 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	<u>MKEC<sup>1</sup></u> \$20	<u>Legacy<sup>2</sup></u> \$30
<u>Demand Charge</u>	<u>Summer*</u>	<u>Winter**</u>
First 10 kW	\$2.50 per kW	\$2.50 per kW
More than 10 kW	\$13.83 per kW	\$11.83 per kW
<u>Energy Charge - All kWh per month</u>	\$0.073837 per kWh	
<u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA tariff	

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Determination of Billing Demand

Member's maximum kW measured during any 15-minute interval of the consumption period.

## Power Factor Adjustment

The member shall maintain a power factor, both at the time of the peak and throughout the month, as close to unity as practical. Should the power factor for any month be lower than eighty-five percent (85%), the demand for billing purposes will be adjusted by increasing the meter demand by one percent (1%) for each one percent (1%) that the power factor is less than eighty-five percent (85%).

## Primary Service Discount

The rate provision of the net monthly bill, excluding the Energy Cost Adjustment, will be discounted two percent (2%) if all service is delivered and metered at a primary distribution voltage of 4,160 volts or higher, and the member owns and maintains all necessary transformation equipment.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.

<sup>2</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



The Victory Electric Cooperative Assn., Inc.

Schedule: LC-17

Index No. 5

Entire VEC Service Territory

## Terms and Conditions

Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD) which adheres to the requirements in IEEE Standard 519-1992.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.

<sup>2</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



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# Irrigation Service

## Applicability

This schedule is applicable to irrigation power for agricultural use only.

## Characteristics of Service

Multi-phase, 60 Hz, at any standard voltage approved by the cooperative. At the discretion of the cooperative, single-phase service may be furnished.

## Annual Horsepower Charge

\$30 per connected hp; but not less than \$250

By taking service in accordance with this tariff, members agree to an annual horsepower charge to be renewed on April 1 of each year. Annual horsepower charges shall be divided into three installments according to the procedure below. Services connected after April 1 will not be eligible for the installment procedure however, the horsepower charges shall be prorated accordingly, based upon the renewal date and assessed on a subsequent monthly billing statement.

*The annual horsepower charge will be billed according to the following schedule:*

- *Initial fifty percent (50%) billed in May.*
- *Additional twenty-five percent (25%) billed in June.*
- *Remaining charges billed in July.*

## Net Monthly Bill

Energy Charge

First 600 kWh per hp

More than 600 kWh per hp

\$0.126399

\$0.106399

Energy Cost Adjustment

Subject to change each month per calculation in ECA tariff

## Disconnecting and Connecting Service

The anniversary date of all contracts under this schedule will be April 1 of each year.

<sup>1</sup>New services connected prior to April 30 will be eligible to have their Annual Horsepower Charge divided into three installments according to the Horsepower Billing Procedure described above. Those connected after July 31 will not be eligible for the Horsepower Billing Procedure. Their Annual Horsepower Charge will be assessed on a subsequent monthly billing statement.

Subsequent to September 1, proration shall be that portion of the year the contract is in effect.

## Determination of Connected Horsepower

The horsepower connected for billing purposes shall be the manufacturer's nameplate rating of the motor, except if the cooperative so elects, it shall be based on actual measurement of power input during the period of maximum normal use.

## Terms and Conditions



The Victory Electric Cooperative Assn., Inc.

Schedule: I-17

Index No. 6

Entire VEC Service Territory

Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD), which adheres to the requirements in IEEE Standard 519-1992.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).





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# Industrial Service

## Applicability

This schedule is applicable to members of 1,000 kW demand or more located in the areas wherein capacity is available.

## Characteristics of Service

Multi-phase, 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	\$30	
<u>Demand Charge, per billing kW per month</u>	<u>Summer*</u>	<u>Winter**</u>
All Billing	\$13.83	\$11.83
<u>Energy Charge</u>	\$0.073837 per kWh	
<u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA tariff	

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Minimum Bill

The minimum bill shall be:

1. The Service Availability Charge;
2. Any specified charges in the service contract, if applicable;
3. Charges determined by the schedule below:
  - During the summer months, the minimum bill shall be the actual demand (kW) measured during the month at \$13.83 per kilowatt.
  - During the winter months, the minimum bill shall be the highest of the following:
    - Actual demand (kW) measured during the month at \$11.83 per kilowatt
    - Or
    - Seventy percent (70%) of the highest actual demand (kW) measured during the previous summer at \$11.83 per kilowatt

## Determination of Billing Demand

The billing demand will be the highest actual measured demand as recorded by a fifteen-minute integrated kilowatt demand meter during the billing period.



### **Power Factor Adjustment**

The member shall maintain a power factor, both at the time of the peak and throughout the month, as close to unity as practical. Should the average power factor for the billing period be lower than eighty-five percent (85%), the demand for billing purposes will be adjusted by increasing the meter demand by one percent (1%) for each one percent (1%) the power factor is less than eighty-five percent (85%).

### **Terms and Conditions**

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD), which adheres to the requirements in IEEE Standard 519-1992.



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# Interruptible Service

## Applicability

This schedule is applicable to any member where Kansas Electric Power Cooperative (KEPCo) is the wholesale provider of power to Victory Electric Cooperative\*. Services must have demand more than 50 kW for commercial, industrial and multi-phase farm purposes, for all uses including lighting, heating and power, subject to the established rules and regulations of the cooperative. This schedule is not applicable for breakdown, standby, supplemental, resale or shared services.

## Characteristics of Service

Service hereunder shall be alternating current, three-phase 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	\$30		
<u>Demand Charges per kW</u>			
Coincident Peak Charge		<u>June-September</u>	<u>October-May</u>
		\$11.33	\$9.33
Non-Coincident Peak Charge	\$5.83		\$5.83
<u>Energy Charge</u>	\$0.073837 per kWh		
<u>Energy Cost Adjustment</u>	Subject to change each month per calculations in the ECA tariff		

## Billing Coincident Peak Demand

During the months of July and August, the Coincident Peak Billing Demand shall be the demand established at the member's metering point coincident with the 60-minute integrated coincident peak billing demand established for the cooperative for the purpose of computing the wholesale power cost purchased from KEPCo. During the months of September through June, the Coincident Peak Billing Demand shall be seventy percent (70%) of the Coincident Peak Billing Demand for the month in which KEPCo established its highest Coincident Peak.

## Non-Coincident Peak Demand

Non-coincident Peak Demand shall be the maximum 60-minute integrated demand registered during the month.

## Power Factor Adjustment

The member shall maintain a power factor, both at the time of the peak and throughout the month, as close to unity as practical. Should the average power factor for the billing period be lower than eighty-five percent (85%), the demand for billing purposes will be adjusted by increasing the meter demand by one percent (1%) for each one percent (1%) that the power factor is less than eighty-five percent (85%).

## Load Factor

<sup>1</sup>KEPCo is defined as the service territory in which Kansas Electric Power Cooperative supplies Victory Electric Cooperative Association, Inc. with wholesale power to their distribution substations. For more information about the KEPCo service territory, contact the Victory Electric Cooperative office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801 or call (620) 227-2139.



The member agrees to maintain a fifty-five percent (55%) load factor for the month. Adjustment shall be made by increasing kWh by one percent (1%) for each one percent (1%) which load factor is under fifty-five percent (55%).

### **Minimum Bill**

The monthly minimum charge for service shall be the charges for demand and energy incurred under this rate schedule.

### **Terms and Conditions**

The member will be requested to reduce load on peak days. Peak days will be declared by the cooperative. The control will be requested on peak weekdays during the four summer months of June, July, August, and September. The approximate hours of control during designated peak days will be between the hours of 3 p.m. to 10 p.m.

The member will be notified by telephone by 2 p.m. of a peak alert for that day. A minimum of one hour before the control period is to begin, the cooperative will notify the requested contact of the requested control time. After passage of the peak period, the cooperative will release the control period and notify the requested contact of the actual hours controlled.

The member must remain on this rate for not less than twelve (12) continuous billing periods and through May 31 for successive years. However, if the member's load changes, the cooperative, at its discretion, may reclassify the member's service to another schedule.

Member shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any source of power and shall not sell electric power and energy purchased hereunder.

Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD), which adheres to the requirements in IEEE Standard 519-1992.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>KEPCo is defined as the service territory in which Kansas Electric Power Cooperative supplies Victory Electric Cooperative Association, Inc. with wholesale power to their distribution substations. For more information about the KEPCo service territory, contact the Victory Electric Cooperative office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801 or call (620) 227-2139.



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# Net Metering - Rider

## Availability

Net metering service is available under this rider at points on the cooperative's existing electric distribution system for members operating renewable energy resources. The net metering service is available to member-generators on a first-come, first-served basis until the total rated generating capability of all net metering interconnections during a calendar year equals or exceeds one percent (1%) of the cooperative's peak load for the previous calendar year. Upon reaching either of these limits no further net metering service shall be available for that calendar year. This rider shall not be available for any electric service schedule allowing for resale. A member-generator shall have the alternative option of interconnecting renewable generation under the cooperative's renewable parallel generation rider. However, renewable member-generators may not change between the net metering and parallel generation riders without the prior approval of the cooperative, and such elections shall not be for periods less than one year.

## Applicability

This net-metering rider is applicable to member-generators with a cooperative-approved interconnection agreement who are taking service under one of the cooperative's normal rate schedules. To determine total applicable net metering maximum allowed capacity, see table below.

Total maximum allowed capacity (kW) for members with approved facilities

<u>Member Type</u>	<u>Operational prior to April 1, 2017</u>	<u>After April 1, 2017</u>
Domestic Service	25 kW	15 kW
Small Commercial Service	200 kW	100 kW
Large Commercial Service	200 kW	100 kW
Irrigation Service	200 kW	100 kW
Schools*	200 kW	150 kW

The net metered facility shall be appropriately sized for member's anticipated electric load. Cooperative will work with member to determine appropriately sized units, based on historical load profiles of member's operations at point of interconnection.

\*Any post-secondary educational institution as defined in KSA 74-3201b, and amendments thereto, or any public or private school which provides instruction for students in kindergarten through grade 12.

Member-generators with a net metered facility operational prior to April 1, 2017, covered by this rider may install additional renewable energy resource after that date, as long as the pre-date maximum limits are observed. Maximums listed for before and after the date are not additive.

## Characteristics of Service

Alternating current, 60 Hz, at the voltage and phase of the cooperative's established secondary distribution system immediately adjacent to the service location.



## Billing and Payment

The cooperative shall render a bill for net consumption at approximately 30-day intervals during the cooperative's normal billing process.

The Grid Availability Charge is designed to recover the cooperative's fixed cost associated with owning and maintaining the distribution and transmission facilities required to provide reliable electric service when the member-generator cannot meet its own supply needs.

Any renewable member-generators with installed and operating generation prior to April 1, 2017, shall be grandfathered in and the Grid Availability Charge waived until such time as the member modifies the nameplate capacity or type of generation.

A member-generator, which installs renewable generation on or after April 1, 2017, shall be billed a monthly Grid Availability Charge, based on a per kW of nameplate generating capacity as defined herein and may be updated and amended from time to time by the board of trustees.

### Grid Availability Charges

Domestic Service	\$4.27 per kW per month
Small Commercial Service	\$4.27 per kW per month
Large Commercial Service	\$5.97 per kW per month
Irrigation Service	\$5.04 per kW per month

Net consumption is defined as the kWh supplied by the cooperative to the member-generator minus kWh supplied by the member-generator and returned to the cooperative's grid during the billing period. Any net consumption shall be valued as follows:

To the extent the net consumption is positive (i.e. member-generator took more kWh from the cooperative during the billing period than member-generator produced), the eligible member-generator will be billed in accordance with the cooperative's standard rate for energy charges (for the net consumption), and for any member charges, demand charges, and/or any minimum charges that would otherwise be applicable to the member under the standard rate plus the applicable Grid Availability Charge.

To the extent the net consumption is negative (i.e. member-generator produced more kWh during the billing period than the cooperative supplied), the member-generator will pay applicable Grid Availability Charge, member charges, demand charges, or all, depending upon the cooperative's standard rate applicable to the member; and the excess electric energy shall be retained by the cooperative.

To the extent the net consumption is zero (i.e. the member-generator produced the same kWh during the billing period as was supplied by the cooperative), the member generator will be billed in accordance with the cooperative's otherwise applicable standard rate for the eligible member-generator, including any applicable member charges, demand charges and/or minimum charges, and the Grid Availability Charge.



## Definitions

### Member-generator

The owner or operator of a qualified electric energy generation unit which:

- Is powered by a renewable energy resource as defined by Kansas state statutes (see definition below)
- Has an electrical generating capacity of not more than total maximum capacity
- Is located on a premises owned, operated, leased, or otherwise controlled by the member-generator
- Is interconnected and operates in parallel phase and synchronization with the cooperative
- Is intended primarily to offset part or all of the member-generator's own electrical energy requirements
- Meets all applicable safety, performance, interconnection; and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities
- Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the cooperative's electric lines in the event service to the member-generator is interrupted

Each meter connected under this Net Metering Rider defines a member-generator. A generator owned or operated by a member-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent the member-generator controls the renewable energy resources and meets the requirements, and accepts all of the obligations of this Net Metering Rider, the member-generator is not required to own the generating facilities.

### Renewable Energy Resources

Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 17-4652, and amendments thereto, and energy produced from municipal or other solid waste and animal waste.

### Net metering

A bi-directional metering process using equipment sufficient to measure the difference between the electrical energy supplied to a member-generator by cooperative and the electrical energy supplied by the member-generator to the cooperative over an applicable billing period.

### Peak load

The one-hour maximum annual demand imposed by the cooperative's retail load applicable to the territory to which this schedule is applicable.

## Terms and Conditions

1. The cooperative will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring member generation and load, the cooperative may install load research metering at its expense. The member shall supply, at no expense to the cooperative, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to cooperative personnel.
2. The cooperative shall have the right to require the member, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the member's facility of which the generating facility is a part.



3. The member shall furnish, install, operate and maintain in good order and repair without cost to the cooperative such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the cooperative as being required as suitable for the operation of the generator in parallel with the cooperative's system.
4. The member shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by cooperative personnel to isolate the cooperative's facilities in the event of an electrical outage on the cooperative's transmission and distribution facilities serving the member. This isolating device shall also serve as a means of isolation for the member's equipment during any member maintenance activities, routine outages or emergencies. The cooperative shall give notice to the member before a manual switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the member's facilities.
5. The member shall reimburse the cooperative for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the member of generation in parallel with the cooperative's system.
6. The member shall notify the cooperative prior to the initial energizing and start-up testing of the member-owned generator, and the cooperative shall have the right to have a representative present at said test.
7. If harmonics, voltage fluctuations, or other disruptive problems on the cooperative's system are directly attributable to the operation of the member's system, such problem(s) shall be corrected at the member's expense.
8. No member's generating system shall damage the cooperative's system or equipment or present an undue hazard to cooperative personnel. The cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metered facility or for the acts or omissions of a member-generator that cause loss or injury, including death, to any third party. The member-generator agrees to hold the cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the member's electrical generation facility and to indemnify the cooperative against all liability and expense related thereto.
9. Prior to installing and interconnecting a renewable energy resource the member shall enter into a standard interconnection contract with the cooperative setting forth the conditions related to technical and safety aspects of parallel generation.
10. Service under this Net Metering Rider may be subject to the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations and subsequent modifications thereto.
11. The member-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. For renewable energy resource systems having a maximum nameplate generating capability of ten (10) kW or less, a member-generator whose system meets the standards specified in cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations shall not be





required to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance other than such general liability insurance. For renewable energy resource systems having a maximum nameplate generating capability of greater than ten (10) kW, the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations shall: (1) Set forth safety, performance and reliability standards and insurance requirements; and (2) establish the qualifications for exemption from a requirement to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance.

12. Applications by a member-generator for interconnection of the qualified generation unit to the distribution system shall be accompanied by the plan for the member-generator's electrical generating system, including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the cooperative within thirty days (30 days) after receipt for systems of ten (10) kilowatts or less and within ninety days (90 days) after receipt for all other systems. Prior to the interconnection of the qualified generation unit to the cooperative's system, the member-generator shall furnish the cooperative a certification from a qualified professional electrician or engineer that the installation meets the requirements of cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations. If the application for interconnection is approved by the cooperative and the member-generator does not complete the interconnection within one year after receipt of notice of the approval, the approval shall expire and the member-generator shall be responsible for filing a new application. Upon the change in ownership of a qualified renewable energy resource, the new member-generator shall be responsible for filing a new application under this section.
13. Ownership of all renewable energy credits, greenhouse gas emission credits, or any other renewable energy attributes related to any electricity produced by the eligible renewable energy resource, shall be retained by the member-generator.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).



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# Parallel Generation Rider - Renewable

## Availability

Service is available under this rider at points on the cooperative's existing electric distribution system for members operating renewable energy resources. The service is available to member-generators on a first-come, first-served basis until the total rated generating capability of all interconnections under this rider equals or exceeds four percent (4%) of the cooperative's peak load for the previous calendar year. Upon reaching this limit, no further service shall be available under this rider. This rider shall not be available for any electric service schedule allowing for resale. A qualifying member-generator shall have the alternative option of interconnecting renewable generation under the cooperative's Net Metering Rider. However, renewable member-generators may not change between the net metering and parallel generation riders without the prior approval of the cooperative, and such elections shall not be for periods less than one year.

## Applicability

This rider is applicable to member-generators with a cooperative-approved interconnection agreement that are taking service under one of the cooperative's normal rate schedules as listed below.

## Characteristics of Service

Alternating current, 60 Hz, at the voltage and phase of the cooperative's established secondary distribution system immediately adjacent to the service location.

## Billing and Payment

The cooperative shall render a bill for consumption at approximately 30-day intervals during the cooperative's normal billing process. Billing by the cooperative to the member shall be in accordance with the applicable rate schedule.

The Grid Availability Charge is designed to recover the cooperative's cost associated with owning and maintaining the distribution and transmission facilities required to provide reliable electric service when the member-generator cannot meet its own supply needs.

Any renewable member-generators with installed and operating generation prior to April 1, 2017, shall be grandfathered in and the Grid Availability Charge waived until such time as the member modifies the nameplate capacity or type of generation.

A member-generator, who installs renewable generation on or after April 1, 2017, shall be billed a monthly Grid Availability Charge, based on a per kW of nameplate generating capability as defined herein and that may be updated and amended from time to time by the board of trustees.

### Grid Availability Charge

Domestic Service	\$4.27 per kW per month
Small Commercial	\$4.27 per kW per month
Large Commercial	\$5.97 per kW per month
Irrigation	\$5.04 per kW per month

Any electric energy generated that exceeds the member's instantaneous load and delivered by the member to the



cooperative from the member's qualifying facility in excess of the appropriate generator sizing (load), the cooperative shall pass the appropriate readings to the cooperative's wholesale power supplier in order for them to produce a credit transaction for one-hundred fifty percent (150%) of wholesale power supplier's actual cost of energy and fossil fuel burned in generation as calculated in the Energy Cost Adjustment (ECA) filing for the period(s) in which energy was delivered to the cooperative. Any such amount shall be distributed as determined between the member and the cooperative's wholesale power supplier.

## Definitions

### Member-generator

The owner or operator of a qualified electric energy generation unit which:

- a) Is powered by a renewable energy resource as defined by Kansas state statutes (see definition below)
- b) Has an electrical generating capacity of 25 kilowatts or less for residential members or 200 kilowatts or less for commercial members
- c) Is located on a premises owned, operated, leased or otherwise controlled by the member-generator
- d) Is interconnected and operates in parallel phase and synchronization with the cooperative
- e) Is appropriately sized for the member-generator's anticipated electric load
- f) Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities
- g) Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the cooperative's electric lines in the event that service to the member-generator is interrupted
- h) Each meter connected under this rider defines a member-generator. A generator owned or operated by a member-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the member-generator controls the renewable energy resources, meets the requirements and accepts all of the obligations of this rider, the member-generator is not required to own the generating facilities

## Renewable Energy Resources

Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 17-4652, and amendments thereto, and energy produced from municipal or other solid waste and animal waste.

## Peak load

The one-hour maximum annual demand imposed by the cooperative's retail load applicable to the territory to which this schedule is applicable.

## Terms and Conditions

1. The cooperative will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring member generation and load, the cooperative may install load research metering at its expense. The member shall supply, at no expense to the cooperative, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to cooperative personnel.
2. The cooperative shall have the right to require the member, at certain times and as electric operating



conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the member's facility of which the generating facility is a part.

3. The member shall furnish, install, operate and maintain in good order and repair without cost to the cooperative such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the cooperative as being required as suitable for the operation of the generator in parallel with the cooperative's system.
4. The member shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by cooperative personnel to isolate the cooperative's facilities in the event of an electrical outage on the cooperative's transmission and distribution facilities serving the member. This isolating device shall also serve as a means of isolation for the member's equipment during any member maintenance activities, routine outages or emergencies. The cooperative shall give notice to the member before a manual switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the member's facilities.
5. The member shall reimburse the cooperative for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the member of generation in parallel with the cooperative's system.
6. The member shall notify the cooperative prior to the initial energizing and start-up testing of the member-owned generator, and the cooperative shall have the right to have a representative present at said test.
7. If harmonics, voltage fluctuations, or other disruptive problems on the cooperative's system are directly attributable to the operation of the member's system, such problem(s) shall be corrected at the member's expense.
8. No member's generating system shall damage the cooperative's system or equipment or present an undue hazard to cooperative personnel. The cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a member-generator facility or for the acts or omissions of a member-generator that cause loss or injury, including death, to any third party. The member-generator agrees to hold the cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the parallel generation facility and to indemnify the cooperative against all liability and expense related thereto.
9. Prior to installing and interconnecting a renewable energy resource the member shall enter into a standard interconnection contract with the cooperative setting forth the conditions related to technical and safety aspects of parallel generation.
10. Service under this rider may be subject to the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations and subsequent modifications thereto.
11. The member-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made. For renewable energy resource systems having a maximum nameplate



generating capability of 10 kW or less, a member-generator whose system meets the standards specified in cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations shall not be required to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance other than such general liability insurance. For renewable energy resource systems having a maximum nameplate generating capability of greater than ten (10) kW, the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations shall: (1) set forth safety, performance and reliability standards and insurance requirements; and (2) establish the qualifications for exemption from a requirement to install additional controls, perform or pay for additional tests or distribution equipment or purchase additional liability insurance.

12. Applications by a member-generator for interconnection of the qualified generation unit to the distribution system shall be accompanied by the plan for the member-generator's electrical generating system, including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the cooperative within 30 days after receipt for systems of ten (10) kilowatts or less and within ninety days (90 days) after receipt for all other systems. Prior to the interconnection of the qualified generation unit to the cooperative's system, the member-generator shall furnish the cooperative a certification from a qualified professional electrician or engineer that the installation meets the requirements of cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations. If the application for interconnection is approved by the cooperative and the member-generator does not complete the interconnection within one year after receipt of notice of the approval, the approval shall expire and the member-generator shall be responsible for filing a new application. Upon the change in ownership of a qualified renewable energy resource, the new member-generator shall be responsible for filing a new application under this section.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).



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# Parallel Generation Rider - Qualifying Facilities

## Availability

Service is available under this rider at points on the cooperative’s existing electric distribution system, located within its MKEC service area, for members operating qualifying facilities. Service under this rider is not applicable to standby or resale electric service.

## Applicability

This rider is applicable to member-generators with a cooperative-approved interconnection agreement that is taking service under one of the cooperative’s normal rate schedules.

## Characteristics of Service

Alternating current, 60 Hz, at the voltage and phase of the cooperative’s established secondary distribution system immediately adjacent to the service location.

## Billing and Payment

The cooperative shall render a bill for consumption at approximately 30-day intervals during the cooperative’s normal billing process. Billing by the cooperative to the member shall be in accordance with the applicable rate schedule as described below.

The Grid Availability Charge is designed to recover the cooperative’s cost associated with owning and maintaining the distribution and transmission facilities required to provide reliable electric service when the member-generator cannot meet its own supply needs.

Any renewable member-generators with installed and operating generation prior to April 1, 2017, shall be grandfathered in and the Grid Availability Charge waived until such time as the member modifies the nameplate capacity or type of generation.

A member-generator, who installs renewable generation on or after April 1, 2017, shall be billed a monthly Grid Availability Charge, based on a per kW of nameplate generating capability as defined herein and that may be updated and amended from time to time by the board of trustees.

### Grid Availability Charge

Domestic Service	\$4.27 per kW per month
Small Commercial Service	\$4.27 per kW per month
Large Commercial Service	\$5.97 per kW per month
Irrigation Service	\$5.04 per kW per month

Any electric energy generated that exceeds the member’s instantaneous load and delivered by the member to the cooperative from the member’s qualifying facility in excess of the appropriate generator sizing (load), the cooperative shall pass the appropriate readings to the cooperative’s wholesale power supplier in order for them to produce a credit transaction for one-hundred fifty percent (150%) of wholesale power supplier’s actual cost of energy



and fossil fuel burned in generation as calculated in the Energy Cost Adjustment (ECA) filing for the period(s) in which energy was delivered to the cooperative. Any such amount shall be distributed as determined between the member and the cooperative's wholesale power supplier.

## Definitions

### Member-generator

The owner or operator of a qualified electric energy generation unit which:

- a) Is powered by a "Qualified Facility" for co-generation or small power production as defined in Subpart B of the Public Utility Regulatory Policies Act of 1978 (PURPA), and 18 CFR Part 292
- b) Is located on a premises owned, operated, leased, or otherwise controlled by the member-generator
- c) Is interconnected and operates in parallel phase and synchronization with the cooperative
- d) Is appropriately sized for the member-generator's anticipated electric load
- e) Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities
- f) Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the cooperative's electric lines in the event that service to the member-generator is interrupted.
- g) Each meter connected under this rider defines a member-generator. A generator owned or operated by a member-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent the member-generator controls Qualifying Facility and meets the requirements and accepts all of the obligations of this rider, the member-generator is not required to own the generating facilities.

## Terms and Conditions

1. The cooperative will supply, own and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring member generation and load, the cooperative may install load research metering at its expense. The member shall supply, at no expense to the cooperative, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to utility personnel.
2. The cooperative shall have the right to require the member, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the member's facility of which the generating facility is a part.
3. The member shall furnish, install, operate and maintain in good order, and repair without cost to the cooperative such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the cooperative as being required as suitable for the operation of the generator in parallel with the cooperative's system.
4. The member shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by cooperative personnel to isolate the cooperative's facilities in the event of an electrical outage on the cooperative's transmission and distribution facilities serving the member. This isolating device shall also serve as a means of isolation for the member's equipment during any member maintenance activities, routine outages or emergencies. The cooperative shall give notice to the member before a manual



switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the member's facilities.

5. The member shall reimburse the cooperative for any equipment, facilities, protective equipment or upgrades required solely as a result of the installation by the member of generation in parallel with the cooperative's system.
6. The member shall notify the cooperative prior to the initial energizing and start-up testing of the member-owned generator, and the cooperative shall have the right to have a representative present at said test.
7. If harmonics, voltage fluctuations, or other disruptive problems on the cooperative's system are directly attributable to the operation of the member's system, such problem(s) shall be corrected at the member's expense.
8. No member's generating system shall damage the cooperative's system or equipment or present an undue hazard to cooperative personnel. The cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a qualifying facility or for the acts or omissions of a member-generator that cause loss or injury, including death, to any third party. The member-generator agrees to hold the cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the parallel generation facility and to indemnify the cooperative against all liability and expense related thereto.
9. Prior to installing and interconnecting a qualifying facility the member shall enter into a standard interconnection contract with the cooperative setting forth the conditions related to technical and safety aspects of parallel generation.
10. Service under this rider is subject to the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations and subsequent modifications thereto.
11. The member-generator shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself and the characteristics of the system to which the interconnection is made, and in no event may be less than specified in the cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations.





12. Applications by a member-generator for interconnection of the qualified generation unit to the distribution system shall be accompanied by the plan for the member-generator's electrical generating system, including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the cooperative within thirty (30) days after receipt for systems of ten (10) kilowatts or less and within ninety (90) days after receipt for all other systems. Prior to the interconnection of the qualified generation unit to the supplier's system, the member-generator shall furnish the cooperative a certification from a qualified professional electrician or engineer that the installation meets the requirements of cooperative's parallel generation interconnection regulations found in the cooperative's approved rules and regulations. If the application for interconnection is approved by the cooperative and the member-generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the member-generator shall be responsible for filing a new application. Upon the change in ownership of a qualified renewable energy resource, the new member-generator shall be responsible for filing a new application under this section.

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

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## Real-Time Price Program

### Purpose

Real-time pricing (RTP) offers members electricity at marginal-cost based prices. This offers members the ability to more accurately respond to the true costs of providing power. Members benefit from the opportunity to consume more power during relatively frequent low-cost hours, while reducing use during the relatively few high-cost hours.

Hourly prices under the RTP program will be provided on a day-ahead basis to members. Prices for weekends and holidays will be provided on the preceding business day. Prices become binding at 4 p.m. of the preceding day. Power under the RTP program is firm.

### Availability

This service is available to all members within the MKEC service area who agree to abide by the terms and conditions of the service agreement. This program is not available for resale, standby, back-up or supplemental service.

### Characteristics of Service

Multi-phase, 60 Hz, at any standard voltage approved by the cooperative.

### Monthly Rate

RTP Bill = Base Bill + Incremental Delivery Charge + RTP Service Charge + Reactive Demand Adjustment.

The components of the RTP Bill are defined below.

Base Bill = Standard Tariff Bill +  $\beta$  \* (Standard Tariff Bill -  $\sum_h (P_h^{RTP} * MBL_h)$ )

Standard Tariff Bill is the member baseline load (MBL, defined below) for the billing month, billed under the current prices of the member's standard tariff, (the tariff under which the member was billed prior to joining the RTP program). The Standard Tariff Bill excludes the Reactive Demand Adjustment.

$\beta$  is an adjustment to the Standard Tariff Bill. The cooperative will offer Basic RTP Service with  $\beta$  equal to zero and may offer Premium RTP Service with  $\beta$  equal to 0.05

Incremental Energy Charge =  $\sum_h P_h^{RTP} * (Actual Load_h - MBL_h)$

$\sum_h$  indicates a summation across all hours in the billing month.

Actual Load<sub>h</sub> is the member's actual energy use in the hour (kWh).

MBL<sub>h</sub> is the baseline hourly energy use. (See below)

$P_h^{RTP}$ , the real-time price, is calculated as:

$$P_h^{RTP} = \alpha * MC_h + (1 - \alpha) * P_h^{STD}$$

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



$MC_h$  is the day-ahead forecast of hourly short-run marginal cost of providing energy to Kansas retail members, including provisions for line losses. Marginal costs include the marginal cost of real power and operating reserves and a proxy for the marginal cost of transmission.

$P_h^{STD}$  is the hourly effective delivery charge of the member's Standard Tariff Bill, calculated from the applicable standard (non-RTP) price schedule. It is the change in the Standard Tariff Bill due to a change in use and includes both delivery and demand charges.

$\alpha$  is the weight of marginal cost in defining retail price, with value of 0.8 for regular RTP service and 0.95 for RTP Premium service.

RTP Service Charge = \$223.60 per month for members whose baseline load (MBL) peak demand exceeds five hundred (500) kW for three (3) consecutive months.  
\$251.55 per month for all other members.

Reactive Demand Adjustment is the adjustment found in the tariff that served the RTP member prior to joining RTP. The price of the reactive demand is the current price under that tariff.

### **Member Baseline Load**

The member baseline load (MBL) represents the electricity consumption pattern typical of the RTP member's operations were they to remain on the standard tariff. The MBL is specific to each individual member and includes hourly load plus billing aggregates such as peak demand necessary to calculate the base bill under the member's standard tariff. The MBL is determined in advance of the member's taking RTP service and is part of the member's service agreement.

The MBL will be based, whenever possible, on existing load information. The cooperative reserves the right to adjust the MBL to allow for special circumstances. The MBL is used to ensure revenue neutrality on a member-specific basis, and must be mutually agreed upon by both the member and the cooperative before service commences. The MBL will be in force for the duration of the member's RTP service agreement.

### **Transmission and Distribution**

Transmission and distribution charges are currently bundled into Standard Tariff Bill charges.

If the cooperative is required to either increase the capacity or accelerate its plans for increasing capacity of the transmission or distribution facilities or other equipment necessary to accommodate a member's increased load, then an additional facilities charge will be assessed.

### **Power Factor Adjustment**

The Power Factor Adjustment will be billed, where applicable, in accordance with the member's otherwise applicable, non-RTP, standard tariff. The member's Standard Tariff Bill does not include any reactive demand charges.

### **Price Dispatch and Confirmation**

The member will receive prices for each day by 4 p.m. of the preceding business day. The cooperative is not responsible for failure of member to receive and act upon the Price Quote. It is the member's responsibility to inform the cooperative by 5 p.m. of failure to receive the Price Quote. The actions taken by the member based on the Price Quote are the member's responsibility.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



## Interruptible Members

Interruptible members can participate in RTP service using one (1) of three (3) options:

**Option 1: Conversion to Firm Power Status:** The member can terminate their interruptible contract, revert to the applicable standard tariff, and join RTP.

**Option 2: Retain Interruptible Contract but Add a Buy-through Option:** The member retains their interruptible contract and obtains the privilege of “buying through” their non-interruptible power level at times of interruption at the posted real-time price. The value of the interruptible discount will be reduced by fifty percent (50%). At times of interruptions, the MBL of such a member will be set to the lesser of the existing MBL value and the member’s non-interruptible power level. The member will be able to exceed their non-interruptible power level during interruption periods without penalty by purchasing incremental load at the real-time price and will be reimbursed at the same real-time price for reductions below the MBL.

**Option 3: Retain Interruptible Contract:** The Interruption provisions of the rider will continue to apply as stated in the rider. The marginal cost of real power and operating reserves will not be applied to the interruptible portion of the member’s Baseline Load. At times of interruptions, the MBL of such a member will be set to the lesser of the existing MBL value and the member’s non-interruptible power level.

## Price Quotes for Fixed Quantities

All power is delivered and titled to the cooperative and may be directed to meet system emergencies should such a need arise. Reasonable advance notice will be made to member and a corresponding credit will be applied to member’s bill in the event of such occurrences.

## Bill Aggregation Service

Members will have the choice to aggregate the bills of multiple accounts under the RTP Program for the purposes of the application of the Incremental Energy Charge. Eligible members will be limited to members who become active participants in the RTP program who are legally or financially related to one another. The calculation of the aggregated Base Bill will be based on the application of the MBL on a non-aggregated basis for each individual account.

## Duration of Service Agreement

Each service agreement will be served under RTP for a minimum of one (1) year.

## Service Agreement Termination

Written notice of sixty (60) days in advance must be provided by the member for termination of the service agreement. Once terminated, readmission will not be allowed for a period of one (1) year. The MBL may be reassessed prior to readmission.

## Terms and Conditions

Service will be rendered in accordance with the cooperative’s rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.’s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>MKEC is defined as the “certified territory” served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



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## Temporary Service

### Applicability

This schedule is available for fairs, carnivals, picnics and other purposes where temporary service is required, subject to approval by the cooperative.

### Net Monthly Bill

<u>Energy Charge per kWh</u>	\$0.233557
<u>Installation and Removal</u>	Incurred cost to install and remove equipment to render service
<u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA Tariff

### Connection Charge

Where the cooperative deems it advisable, the member will advance the amount of estimated costs of installing and removing said equipment plus the estimated cost of energy that will be consumed. Any amount advanced over and more than the estimated cost will be refunded to the member and the member will pay any amount that may be deficient.

### Terms of Payment

As per the Delayed Payment Charges obtained within the cooperative's rules and regulations.

### Terms and Conditions

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).



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## Energy Cost Adjustment

### Applicability

Applicable per the provisions of the cooperatives electric rate schedules.

### Computation Formula

The rates for energy to which this adjustment is applicable will be increased or decreased by 0.001¢ per kilowatt-hour (kWh) for each 0.001¢ (or major fraction thereof) increase or decrease in the aggregate cost of power per kWh as computed by the following formula:

$$C/S - B = \text{Adjustment}$$

Where:

C = The actual total cost of purchased power and energy for rates subject to the Energy Cost Adjustment.

S = Estimated kWh sales for the same month for rates subject to the Energy Cost Adjustment.

B = Actual energy costs (purchased power and energy) in ¢/kWh sold for rates subject to the Energy Cost Adjustment during the base period. This base is 7.417¢/kWh sold, as established during the base period of January 1 through December 31, 2015.

### Frequency of Computation

This adjustment amount will be computed once each month.

### Settlement Provision

Subsequent to the effective date of this clause, the cooperative will maintain a continuing monthly comparison of the actual increased (decreased) cost of purchased power as shown on the books and records of the cooperative and the increased (decreased) dollar cost of purchased power recovered from members. For each twelve-month billing period ending at the close of December, the cumulative over/under collection of power cost for the twelve-month billing period under consideration will be added to the "actual cost remainder" described below to produce a cumulative balance. The "settlement factor" will then be calculated by dividing the cumulative balance as of that date by the total number of kWh sales during the twelve-month period ending on that date. This amount will be rounded to the nearest 0.001¢/kWh to determine the increase or decrease which should be made to the energy cost adjustment. This "settlement factor" will remain in effect until superseded by a subsequent "settlement factor" calculated according to this provision. The amounts collected or returned under this "settlement factor" for each twelve-month period will be compared with the cumulative balance, as described above. Any resulting overage or underage, which will be known as the "actual cost remainder," will be applied to the next subsequent twelve-month cumulative balance for the purpose of calculating the next subsequent "settlement factor."

THE VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC

(Name of Issuing Utility)

Schedule: 16-LAC

Replacing Schedule 13-LAC

MID-KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

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LOCAL ACCESS DELIVERY SERVICE

AVAILABLE

Entire Mid-Kansas Service Area.

APPLICABLE

For delivery to wholesale (sales for resale) customers over Victory's 34.5 kV (or other available lower primary voltage) sub-transmission/distribution system.

CHARACTER OF SERVICE

Alternating current, 60 cycle, three phase, 34.5 kV or other available lower primary voltage.

MONTHLY RATE

The Demand Charge is determined in or by the 16-MKEE-023-TAR settlement agreement which is established annually. For the latest Demand Charge value, contact the cooperative at 3230 N. 14<sup>th</sup> Ave, Dodge City, KS 67801 or call their main office.

MONTHLY BILLING DEMAND

When service is provided in association with network service, Monthly Billing Demand shall be defined as the Customer's kilowatt contribution to the Local Access Delivery System maximum hourly demand coincident with Victory's monthly Local Access Delivery System peak in the billing month as measured at the low side of the delivery point (the "Actual CP Demand"). Generation that is located behind the meter of a designated network load shall be metered and the amount of generation serving the Customer's network load at the time of Victory's monthly Local Access Delivery System peak shall be added to the Customer's Actual CP Demand to determine the Monthly Billing Demand. For other local access service (including, but not limited to, point-to-point transmission service requiring local access service and service reservations), Monthly Billing Demand shall be the greater of the Customer's service request or actual maximum monthly demand.

LOSSES

Real Power Losses are associated with all Local Access Delivery service. The Local Access Delivery customer is responsible for replacing losses associated with all transmission service as calculated by MKEC or paying MKEC for the Real Power Losses at MKEC's wholesale rate. The applicable Real Power Loss factor for the entire Mid-Kansas Service Area is as follows:

LOSS FACTOR

2.02 percent of energy as measured at delivery point.

DELAYED PAYMENT

As per schedule DPC.

Issued	<u>September 29, 2016</u>
	Month Day Year
Effective	<u>October 1, 2016</u>
	Month Day Year
By	_____
	Signature Title

THE VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC  
(Name of Issuing Utility)

Schedule: 16-LAC  
Replacing Schedule 13-LAC

MID-KANSAS SERVICE AREA  
(Territory to which schedule is applicable)

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

TERMS AND CONDITIONS

Service will be rendered under cooperative's Rules and Regulations as filed with the Kansas Corporation Commission.

Issued	September 29, 2016
	Month                      Day                      Year
Effective	October 1, 2016
	Month                      Day                      Year
By	
	Signature                                              Title



THE VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC

(Name of Issuing Utility)

Schedule: 16-STR

Replacing Schedule 13-STR

MID-KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 3 Sheets

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SUB-TRANSMISSION & TRANSMISSION LEVEL ELECTRIC SERVICE 34.5 kV

AVAILABLE

Entire MID-KANSAS SERVICE AREA.

APPLICABLE

For electric service of a single character supplied at one (1) point of delivery at a voltage of 34.5 kilovolts or above, and who have the necessary interval metering installed. At a minimum, members requesting service under the sub-transmission level service shall have an average summer demand of at least five hundred (500) kW and an average summer demand of one thousand (1,000) kW for transmission level members. This schedule is not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

CHARACTERISTICS OF SERVICE

Alternating current, approximately 60 Hz; at any standard voltage approved by the Cooperative.

MONTHLY RATE

Service at 34.5 kilovolts

The monthly rate hereunder shall be the Wholesale Cost of Power, as billed by the Cooperative's Wholesale Power Provider plus the following charges:

1. SERVICE AVAILABILITY CHARGE @ \$111.80
2. DELIVERY ENERGY CHARGE:
  - a. All kWh @ \$0.0017 per kWh
3. DELIVERY FACILITIES CHARGE: As provided for in the Member's Large Industrial Service Agreement, if applicable.
4. Local Access Delivery Charge (See Schedule 16-LAC)

Service at 115 kilovolts

The monthly rate hereunder shall be the Wholesale Cost of Power, as billed by the Cooperative's Wholesale Power Provider plus the following charges:

1. SERVICE AVAILABILITY CHARGE @ \$111.80
2. DELIVERY ENERGY CHARGE:
  - a. All kWh @ \$0.0017 per kWh
  - b. DELIVERY FACILITIES CHARGE: As provided for in the Member's Large Industrial Service Agreement, if applicable.

Issued	<u>September 29, 2016</u>
	Month Day Year
Effective	<u>October 1, 2016</u>
	Month Day Year
By	_____
	Signature Title



THE VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC

(Name of Issuing Utility)

Schedule: 16-STR

Replacing Schedule 13-STR

MID-KANSAS SERVICE AREA

(Territory to which schedule is applicable)

Which was filed November 21, 2013

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 3 Sheets

TERMS AND CONDITIONS

The rights and obligations of Cooperative and Member shall be governed by the Service Agreement. In the event that any provision, term or condition of the Service Agreement is in conflict with or otherwise differs from any provision of the Service Schedules or the General Terms and Conditions for Service or Cooperative's Pricing Schedules, the provision, term or condition of the Service Agreement shall prevail.

Issued	September 29, 2016
	Month                      Day                      Year
Effective	October 1, 2016
	Month                      Day                      Year
By	_____
	Signature                                              Title



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## Private Area Lighting

### Applicability

To any member for lighting of outdoor areas on a dusk to dawn, photo-controlled, unmetered basis from the cooperative's existing MKEC<sup>1</sup> service distribution system.

### Net Monthly Rate

For supply of installation and maintenance of a light fixture(s), pole and lamp renewed monthly.

See **PAL Unmetered Facilities Table**.

### Energy Cost Adjustment

The energy used (kWh used by each fixture) is subject to the energy cost adjustment tariff. The monthly kWh values are based up on a calculated value of 4,000 hours of use per year (approximately 333.3 hours/month).

### Light Service Extension Policy & Provisions

The member may request to rent a Private Area Light (PAL) to be installed for their use. The unmetered facilities table below identifies the associated fees with each PAL request.

Installation includes:

- One light fixture
- Labor to install the light fixture
- One standard, 35' wood pole
- Labor to set one (1) standard, thirty-five foot (35') wood pole, as necessary
- Up to 150' of secondary wire, as necessary, to efficiently service the load profile of the light

For light services requiring additional material, labor, equipment use, etc., either to meet the cooperative's construction requirements or to extend the length of service beyond 150', additional fees may apply. The member may choose to enter into an agreement with the cooperative to contribute towards construction for such extensions.

### Terms and Conditions

- A. The following terms and conditions are intended to apply generally.
1. Standard fixtures available for installation hereunder shall be determined by the cooperative on the basis of their quality, capital costs, maintenance costs, availability, member acceptance and other factors.
  2. Lamps shall be controlled by a photoelectric controller providing dusk to dawn service.
  3. Maintenance of the cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the member of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given to cooperative to enter the member's premises at all reasonable times for the purpose of inspecting and maintaining its equipment.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



4. The member is responsible for all damages to, or loss of, the cooperative's property located on his property unless occasioned by cooperative negligence or by any cause beyond control of the member.
5. It shall be the member's responsibility to notify the cooperative when the lighting system is not working on the member's premises.
6. The member will be assessed a special fee if he/she should request an existing fixture be replaced with a fixture of equivalent lumen output. This fee is to cover the unamortized cost of the existing fixture, and will be determined at the time of request.
7. The member will provide the cooperative, free of charge, the necessary permits, rights of way and excavations or paving cuts necessary for installation and operation of area lighting units.
8. The cooperative will own, maintain and operate all controlled area lighting equipment and service facilities. Line extensions to serve the area light(s) must be made in accordance with the cooperative's line extension policy.
9. The cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the cooperative is notified of a maintenance requirement. The cooperative assumes no responsibility for patrolling such equipment to determine when maintenance is needed. However, it is the member's responsibility to detect and report failures and malfunctions to the cooperative and, when such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the cooperative in identifying the responsible party.

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

### **Delayed Payment**

As per Schedule DPC.

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<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



**MONTHLY RATE  
PAL UNMETERED FACILITIES TABLE**

<b>Style/Lamp</b>	<b>Monthly kWh</b>	<b>Lumens</b>	<b>Installed on Existing Pole</b>	<b>Installed on New Pole</b>
50W LED	17	7,920	\$11.61	\$18.28
100W LED	40	27,000	\$16.74	\$23.41
150W Flood	60	13,500	\$19.75	\$26.42
400W Flood	160	45,000	\$35.96	\$42.63
1000W Flood	402	111,000	\$55.75	\$62.42

The cooperative reserves the right to replace light components with equivalent lumen capabilities.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



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## Street Lighting Service

### Applicability

Available to municipalities and unincorporated communities for lighting streets, major highways and public grounds at secondary voltages.

Available for area lighting using street light equipment installed in accordance with the cooperative street lighting standards, at the voltage and current of cooperative's established distribution system for such unmetered service.

### Net Monthly Bill

For supply of controlled electricity, installation and maintenance of a light fixture, pole and lamp renewal as required.

See **Street Lighting Unmetered Facilities Table.**

### Energy Cost Adjustment

The energy used (kWh used by each fixture) is subject to the Energy Cost Adjustment Tariff.

### Terms and Conditions

- A. The following provisions are intended to apply generally:
  1. Standard fixtures available for installation hereunder shall be determined by the cooperative based on their quality, capital costs, maintenance costs, availability, member acceptance and other factors.
  2. Lamps shall be controlled by a photoelectric controller providing dusk to dawn service.
  3. Maintenance of cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the member of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given the cooperative to enter the member's premises at all reasonable times for the purpose of inspecting and maintaining its equipment.
  4. The member is responsible for all damages to, or loss of, the cooperative property located on his property unless occasioned by cooperative negligence or by any cause beyond control of the member.
  5. It shall be the member's responsibility to notify the cooperative when the lighting system is not working properly.
  6. The member will provide the cooperative, free of charge, the necessary permits, rights of way and excavations or paving cuts necessary for installation and operation of area lighting units.
  7. The cooperative will own, maintain and operate all controlled area lighting equipment and service facilities. Line extensions to serve the area light(s) must be made in accordance with cooperative's line extension policy.

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MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



8. The cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the cooperative is notified of a maintenance requirement. The cooperative assumes no responsibility for patrolling such equipment to determine when maintenance is needed. However, it is the member's responsibility to detect and report failures and malfunctions to the cooperative and, when such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the cooperative in identifying the responsible party.
  
- B. Non-standard requests: Should the member request services, such as underground wiring, decorative equipment, ornamental poles, or some other, non-standard service not listed in the street light unmetered facilities table, the member and cooperative may agree to enter into an agreement for the cooperative to provide the requested services or special systems.
  
- C. Relocation of fixtures: The cooperative will relocate a cooperative-owned street lighting pole or standard at the member's expense if located on private Right of Way (ROW), if on public ROW, the law of the State of Kansas will govern.
  
- D. Upgrade of existing fixtures: The cooperative shall, upon the request of the member, upgrade existing street lighting units to provide higher levels of illumination under the following conditions:
  1. The existing units must have been in place five (5) or more years.
  2. The cooperative shall replace at the specified option under the rate table for existing cooperative-owned luminaries and brackets with similar equipment providing higher lumen ratings. The appropriate rates for the fixtures with higher illumination will apply.
  
- E. Disconnection: When a member requests that a street lighting unit be disconnected before five (5) years have elapsed since the date of installation, the cooperative may require the member to reimburse for the life of the value of the street lighting facilities removed plus the cost of removal less the salvage value thereof.

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

### Special Provisions

#### A. Subdivision Street Lighting

The cooperative will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications per the street lighting unmetered facilities table. It is the responsibility of home owners' association or unincorporated communities to pay monthly charges as per terms and conditions of the contract.

In the event when home owners' association, unincorporated communities or any other residential associations or governing group dissolve, the members related to those lighting areas shall equally share the monthly charges as established as per terms and conditions of the contract.





The Victory Electric Cooperative Assn., Inc.

Schedule: SL-17

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MKEC Service Territory

### **Terminating Notice**

All service under this rate shall require a written notice ninety (90) or more days prior to termination by either party. If service is terminated, per member request, before the two (2) year contract period elapses, the member must pay the prorated balance of the contract amount. All or part of the payment requirement may be waived by the cooperative if a successor, in effect, assumes payment responsibility for the predecessor's remaining contractual obligation.

### **Delayed Payment**

As per Schedule DPC.

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MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.

Issued by: \_\_\_\_\_, CEO

Replacing Schedule: 13-PAL-SL-I; 13-DOL-I  
Effective on and after April 1, 2017



**MONTHLY RATE  
STREET LIGHTING UNMETERED FACILITIES TABLE**

<b>Style/Lamp</b>	<b>Monthly kWh</b>	<b>Lumens</b>	<b>Installed on Existing Pole</b>	<b>Installed on New Pole</b>	<b>100% CIAC</b>
<b>DECORATIVE STYLES</b>					
250W ACORN HPS	100	27,000	\$35.52*	N/A	\$8.72
250W LANTERN HPS	100	27,000	\$37.70*	N/A	\$8.72
<i>*Poles included with decorative style fixtures</i>					
<b>STREET LIGHT SYLTLES (WOOD POLES)</b>					
150W FLOOD	60	13,500	\$19.75	\$26.42	\$5.55
400W FLOOD	160	45,000	\$35.96	\$42.63	\$11.58
1000W FLOOD	402	111,000	\$55.75	\$62.42	\$26.01
50W LED COBRA FIXTURE	17	7,920	\$11.61	\$18.28	\$4.14
150W COBRA FIXTURE	60	13,500	\$13.63	\$20.30	\$5.55
100W LED COBRA FIXTURE	40	22,000	\$16.64	\$23.31	\$5.98
<b>STREET LIGHT STYLES (STEEL POLES)</b>					
50W LED COBRA HEAD	17	7,920	N/A	\$29.11	\$4.14
150W COBRA HEAD	60	13,500	N/A	\$29.09	\$5.87
100W LED COBRA HEAD	40	22,000	N/A	\$34.24	\$6.97

The cooperative reserves the right to replace light components with equivalent lumen capabilities.

MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



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## Non-Domestic Service CLOSED

### Applicability

Applicable for non-domestic service for operating pumps and other farm equipment at locations too distant to be adequately served from the farm and home service connection. This schedule is not applicable for any commercial type loads for which a separate rate schedule is available. Line extensions in excess of 300 feet will not be made for this service. A separate meter is required for service under this schedule.

### Characteristics of Service

Single-phase, 60 Hz, at any standard voltage approved by the cooperative.

### Net Bill

Annual Service Availability Charge \$180\*

For services requiring transformer capacity in excess of 10 kVA, the annual Service Availability Charge shall be increased at the rate of \$12 per kVA.

Plus

Energy Charge per kWh \$0.11323

### Energy Cost Adjustment

In accordance with the ECA Tariff at the time when the Energy Charge is calculated.

*\*The annual period is from November 1 through October 31.*

### Minimum Bill

The minimum bill for this service is the Annual Service Availability Charge, paid in advance.

### Terms and Conditions

Service under this schedule is limited to individual motors up to and including ten (10) hp, unless otherwise approved by the cooperative.

Service will be rendered in accordance with cooperative's rules and regulations which can be obtained at Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801

<sup>1</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



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# Municipal Service CLOSED

## Applicability

This schedule is available for municipality use only, for all lighting purposes in city buildings, shelter houses, shops, traffic lights and so forth operated by the municipality but not including street lighting.

Sports field(s) may be lighted under this schedule but the cooperative will not be required to furnish transformers for sports field lighting.

## Characteristics of Service

Single-phase, 120 volts (or 120/240 volt), 60 Hz or multi-phase service.

## Net Monthly Bill

Service Availability Charge

Single Phase

Multi-Phase

\$15

\$25

Energy Charge per kWh

Summer\*

Winter\*\*

\$0.110995

\$0.100995

Energy Cost Adjustment

Subject to change each month per calculation in ECA Tariff

*\*The summer billing period includes all energy consumed from June 1 to August 31.*

*\*\*The winter billing period includes all energy consumed from September 1 to May 31.*

## Minimum Bill

The minimum bill shall be the Service Availability Charge.

## Terms and Conditions

Service will be rendered in accordance with cooperative's Rules and Regulations which can be obtained at Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.



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# Municipal Fresh Water Pumping Service CLOSED

## Applicability

This schedule is available for municipal fresh water pumping service.

## Characteristics of Service

Single phase or multi-phase where available, 60 Hz at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	<u>Single Phase</u> \$15	<u>Multi-Phase</u> \$25
<u>Energy Charge per kWh</u>	<u>Summer*</u> \$0.110995	<u>Winter**</u> \$0.100995
<u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA tariff	

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Minimum

The minimum shall be the Service Availability Charge.

## Primary Service Discount

At the option of the member there will be a discount of two percent (2%) on all monthly bills, excluding the energy cost adjustment tariff, provided service is rendered and metered at primary voltage and the member furnishes and maintains all necessary transformation beyond the point of metering.

## Terms and Conditions

Service will be rendered in accordance with cooperative's rules and regulations which can be obtained at The Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company, LLC.



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# Large Power Service CLOSED

## Applicability

Applicable to industrial members in excess of 1,000 kW demand located in the areas wherein capacity is available and from a dedicated substation subject to the established rules and regulations of the cooperative.

## Characteristics of Service

Single-phase or multi-phase, 60 Hz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	\$30	
<u>Demand Charge, per billing kW per month</u>	<u>Summer*</u>	<u>Winter**</u>
All Billing	\$13.83	\$11.83
<u>Energy Charge – All kWh per month</u>	\$0.065532	
<u>Energy Cost Adjustment</u>	Subject to change each month per calculation in ECA Tariff	

\*The summer billing period includes all energy consumed from June 1 to August 31.

\*\*The winter billing period includes all energy consumed from September 1 to May 31.

## Minimum Bill

The minimum bill shall be:

1. The Service Availability Charge;
2. Any specified charges in the service contract, if applicable;
3. Charges determined by the schedule below:
  - During the summer months, the minimum bill shall be the actual demand (kW) measured during the month at \$13.83 per kilowatt.
  - During the winter months, the minimum bill shall be the highest of the following:
    - Actual demand (kW) measured during the month at \$11.83 per kilowatt
 Or
    - Seventy percent (70%) of the highest actual demand (kW) measured during the previous summer at \$11.83 per kilowatt

## Determination of Billing Demand

The billing demand will be the highest actual measured demand as recorded by a sixty-minute integrated kilowatt demand meter during the billing period.

<sup>1</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



### **Power Factor Adjustment**

The member shall maintain a power factor, both at the time of the peak and throughout the month, as close to unity as practical. Should the power factor for any month be lower than eighty-five percent (85%), the demand for billing purposes will be adjusted by increasing the meter demand by one percent (1%) for each one percent (1%) the power factor is less than eighty-five percent (85%).

### **Terms and Conditions**

Service will be rendered in accordance with cooperative's rules and regulations which can be obtained at The Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801.

Three-phase motors, having a rated capacity of twenty-five horsepower (25 hp) or more, unless otherwise approved by the cooperative, must use a 12 pole, Variable Frequency Drive (VFD). The VFD shall adhere to the requirements in IEEE Standard 519-1992, "Harmonic Control in Power Systems."

<sup>1</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.



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# Large Power Service Interruptible-1 CLOSED

## Applicability

Applicable to any member with demand more than 1,000 kW.

## Characteristics of Service

Service hereunder shall be alternating current, three-phase 60 Hertz, at any standard voltage approved by the cooperative.

## Net Monthly Bill

<u>Service Availability Charge</u>	\$30	
<u>Demand Charges per kW</u>		
Coincident Peak Charge	<u>June-September</u>	<u>October-May</u>
	\$11.33	\$9.33
Non-Coincident Peak Charge	\$5.83	
<u>Energy Charge – All kWh per month</u>	\$0.065532	
<u>Energy Cost Adjustment</u>	Subject to change each month per calculations in the ECA Tariff	

## Billing Coincident Peak Demand

During the months of July and August, the coincident peak billing demand shall be the demand established at the member’s metering point coincident with the 60-minute integrated coincident peak billing demand established for the cooperative for the purpose of computing the wholesale power cost purchased from KEPCo. During the months of September through June, the coincident peak billing demand shall be seventy percent (70%) of the coincident peak billing demand for the month in which KEPCo established its highest coincident peak.

## Non-Coincident Peak Demand

Non-coincident Peak Demand shall be the maximum 60-minute integrated demand registered during the month.

## Power Factor

The member agrees to maintain unity power factor as nearly as practicable. The metered demand will be adjusted for power factor at the time of peak demand for power factor lower than eighty-five percent (85%). Such adjustment shall be made by increasing the metered demand by one percent (1%) for each one percent (1%) by which the power factor at time of peak demand is less than eighty-five percent (85%).

## Load Factor

The member agrees to maintain a fifty-five percent (55%) load factor for the month. Adjustment shall be made by increasing kWh by one percent (1%) for each one percent (1%) in which load factor is under fifty-five percent (55%).

<sup>1</sup>Legacy is defined as the area located within the “Victory Electric certified territory” established by the KCC per Chapter 66 of Kansas State Statutes.





## Minimum Bill

The monthly minimum charge for service shall be the greater of: the charges for demand and energy incurred under this rate schedule, or \$1 per kVA of installed transformer capacity.

## Terms and Conditions

Member shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any source of power and shall not sell electric power and energy purchased hereunder.

Three-phase motors, having a rated capacity of twenty-five horsepower (25 hp) or more, unless otherwise approved by the cooperative, must use a 12 pole, Variable Frequency Drive (VFD). The VFD shall adhere to the requirements in IEEE Standard 519-1992, "Harmonic Control in Power Systems."

Bills for service hereunder shall be paid at the office of the cooperative in Dodge City, Kansas. Such payments shall be due within fifteen (15) days of the billing date for service furnished during the preceding monthly billing period. If member shall fail to make such payment within thirty (30) days after such payment is due, cooperative may discontinue service to member upon giving fifteen (15) days written notice to member of its intention to do so.

The member will be requested to reduce load on peak days. Peak days will be declared by the cooperative. The control will be requested on peak weekdays during the four summer months of June, July, August, and September. The approximate hours of control during designated peak days will be between the hours of 3 p.m. to 10 p.m.

The member will be notified by telephone by 2 p.m. of a peak alert for that day. A minimum of one hour before the control period is to begin, the cooperative will notify the requested contact of the requested control time. After passage of the peak period, the cooperative will release the control period and notify the requested contact of the actual hours controlled.

The member must remain on this rate for not less than twelve (12) continuous billing periods and through May 31 for successive years. However, if the member's load changes, the cooperative, at its discretion, may reclassify the member's service to another schedule.

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office or on their website at [www.victoryelectric.net](http://www.victoryelectric.net).

<sup>1</sup>Legacy is defined as the area located within the "Victory Electric certified territory" established by the KCC per Chapter 66 of Kansas State Statutes.





If the average power factor for the month (determined at the option of the cooperative by permanent measurement or by test under normal operating conditions) is less than eighty-five percent (85%), the demand will be adjusted by multiplying by eighty-five percent (85%) and dividing by the average power factor expressed in percent.

### **Primary Service Discount**

The rate provision of the net monthly bill excluding the energy cost adjustment tariff will be discounted two percent (2%) if all service is delivered and metered at a primary distribution voltage of 4,160 volts or higher and member owns and maintains all necessary transformation equipment and substation.

### **Contract Period**

Not less than one (1) year, or such term as may be specified for a line extension, in accordance with the agreement for electric service.

### **Terms and Conditions**

Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD), which adheres to the requirements in IEEE Standard 519-1992.

Service will be rendered in accordance with cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



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## Industrial Service, Interruptible CLOSED

### Available

In all rate areas, with the cooperative reserving the right to remove this rate schedule or modify it in any manner. The cooperative reserves the right to limit the number and amount of the contracts of kW demand to a total load for interruption of five thousand (5,000) kW demand under this rate.

### Applicable

The member must be presently eligible for the IS rate and complete a written application to the cooperative. Member must dedicate by contract agreement at least two hundred (200) kW to interruption at any time and designate when applicable a desired kW portion to be billed on the non-interruptible basis. Member must furnish the cooperative with the names of a primary and secondary designated representative, one of which can be contacted twenty-four (24) hours a day.

### Character of Service

Alternating current, approximately 60 cycles; at any one standard voltage required by member.

### Net Monthly Bill

Member Charge: \$100.62 per meter per month

<u>Demand Charge</u>	Winter Bills November 1 To June 30 inclusive	Summer Bills July 1 to October 31 inclusive
<u>Non-Interruptible</u>		
All kW of billing demand	\$9 per month	\$12 per month
<u>Interruptible</u>		
All kW of billing demand	\$6.68 per month	\$6.68 per month
<u>Penalty</u>		
All kw of billing demand	\$31.24 per month	\$31.24 per month
<u>Delivery Charge</u>		
All kWh per month	\$0.063692 per kWh	\$0.063692 per kWh

### Minimum

1. The Demand Charge
2. Where it is necessary to make an unusual extension or to reinforce distribution lines to provide service such that in the judgment of the cooperative the revenue to be derived from or the duration of the prospective business is not sufficient under the above stated minimum to warrant the investment, the cooperative may require an adequate minimum bill calculated upon reasonable considerations before



undertaking to supply the service. In such cases, the member shall enter into a written contract with the cooperative as to the character, amount and duration of the business offered.

### **Energy Cost Adjustment**

The delivery charges are subject to the Energy Cost Adjustment tariff.

#### **Demand**

- A. Non-Interruptible: The amount of kW required and designated by contractual agreement not to be interrupted.
- B. Penalty: The member's average kilowatt load during the fifteen (15) minute period of maximum use during any interruptible period during the month less the kW billed under Part A of this section.
- C. Interruptible: The member's average kilowatt load during the fifteen (15) minute period of maximum use during any non-interruptible period during the month less the kW billed under Parts A & B of this section; but not less than seventy-five percent (75%) of the highest demand (add Parts A, B. & C) in the previous eleven (11) months nor less than two hundred (200) kilowatts (add parts B & C).

#### **Power Factor**

If the average power factor for the month (determined at the option of the cooperative by permanent measurement or by test under normal operating conditions) is less than eighty-five percent (85%), the demand will be adjusted by multiplying by eighty-five percent (85%) and dividing by the average power factor expressed in percent.

#### **Primary Service Discount**

The rate provision of the net monthly bill excluding the energy cost adjustment tariff will be discounted two percent (2%) if all service is delivered and metered at a primary distribution voltage of 4,160 volts or higher and member owns and maintains all necessary transformation equipment and substation.

#### **Contract Period**

Not less than one (1) year, or such term as may be specified for a line extension, in accordance with the Agreement for Electric Service. Six (6) months written notice, except upon the following occurrence, must be given by member to the cooperative before member may change from this rate schedule to another applicable rate schedule. The member will automatically default by placing twenty-five percent (25%) or more of its contracted interruptible demand on cooperative system during a declared interruptible period in each of any two (2) calendar months out of a rolling twelve (12) calendar month period. The member shall pay all applicable charges under this tariff and then transfer to another rate schedules for the following billing month. Member may reapply for interruptible service on June 1<sup>st</sup> of the calendar year following the occurrence of default.

#### **Terms and Conditions**

Service will be rendered in accordance with the cooperative's rules and regulations, which can be obtained at The Victory Electric Cooperative Association, Inc.'s office at 3230 N. 14<sup>th</sup> Ave., Dodge City, KS 67801.



1. Application/Placement on Rate: Rate applicant will be placed on a list in the order in which they make requests. Applicants will be placed on the rate as soon as the necessary facilities are in place and approved by the cooperative.

Note: For the purpose of this rate, the loads used in the cumulative total will be determined by cooperative on an expected value basis using actual meter data indicative of loads which can be interrupted during the hours of 11 a.m. and 11 p.m., from June 15<sup>th</sup> to September 15<sup>th</sup>.

2. Interruptions: Notice: The cooperative may interrupt the interruptible portion of service under this schedule at any time with at least two (2) hours advance notice. While additional advance notice is not required, the cooperative will endeavor to give member twenty-four (24) hours prior notice when possible.

Period of Interruption: A period of interruption is a time interval, of either a four (4) or eight (8) hour increment, as communicated to the member's designated representative by cooperative designated representative. Time intervals may extend over consecutive periods with each having a two (2) hours minimum notice.

Duration of Interruption: It is further understood and agreed that service to the member shall be interrupted when, in the opinion of cooperative system operator, continued service would contribute to the establishment of a predetermined cooperative system peak load and during any system emergency such as a sudden loss of generation or transmission or other situations when reduction in load on cooperative system is required. The interruption of service shall continue until conditions causing interruptions have been cleared.

3. Responsibility: The member will be responsible for monitoring his load in order to comply with the terms of the contract and provisions of this service schedule.

The cooperative shall purchase and install an electronic meter relay which shall provide the customer with an instantaneous, visual monitor of its demand.

4. Liability: The cooperative shall have no liability to the member or any other person, firm, or corporation for any loss, damage, or injury by reason of any interruption or curtailment as provided herein.
5. Motors having a rated capacity in excess of ten horsepower (10 hp) must be multi-phase, unless otherwise approved by the cooperative. Additionally, motors having a rated capacity in excess of twenty-five horsepower (25 hp), unless otherwise approved by the cooperative, must use a Variable Frequency Drive (VFD), which adheres to the requirements in IEEE Standard 519-1992.



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## Private Area/Street Lighting CLOSED

### Availability

To any member with existing or new pole(s) for lighting of outdoor areas on a dusk to dawn, photo-controlled, unmetered basis from the Cooperative existing distribution system.

### Net Monthly Rate

For supply of controlled electricity, installation and maintenance of a light fixture(s), pole and lamp renewal as required.

See **Unmetered Facilities Table**.

Plus

(1) Member will be responsible for any underground circuits or special wiring not included in the Unmetered Facilities Table.

### Energy Cost Adjustment

The energy used (kWh used by each fixture) is subject to the Energy Cost Adjustment Tariff.

### Special Terms and Conditions

- A. The following terms and conditions are intended to apply generally between the member and the Cooperative in the absence of any other existing agreement
1. Standard fixtures available for installation hereunder shall be determined by the Cooperative on the basis of their quality, capital costs, maintenance costs, availability, member acceptance and other factors. Fixtures furnished in providing this service will be assigned by reference to manufacturer's symbols in the member's contract for leased lighting.
  2. Lamps shall be controlled by a photoelectric controller providing dusk to dawn service.
  3. Maintenance of the Cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the member of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given Cooperative to enter the member's premises at all reasonable times for the purpose of inspecting and maintaining its equipment.
  4. The member is responsible for all damages to, or loss of, the Cooperative's property located on his property unless occasioned by Cooperative negligence or by any cause beyond control of the member.
  5. It shall be the member's responsibility to notify the Cooperative when the lighting system is not working on the member's premises.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



6. The member will be assessed a special fee if he/she should request an existing fixture be replaced with a high-pressure sodium fixture of equivalent lumen output. This fee is to cover the unamortized cost of the existing fixture, and will be determined at the time of request.
  7. The member will provide the Cooperative, free of charge, the necessary permits, rights of way and excavations or paving cuts necessary for installation and operation of area lighting units
  8. The Cooperative will own, maintain and operate all controlled area lighting equipment and service facilities. Line extensions to serve the area light(s) must be made in accordance with the Cooperative's line extension policy currently.
  9. The Cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the Cooperative is notified of a maintenance requirement. The Cooperative assumes no responsibility for patrolling such equipment to determine when maintenance is needed. However, it is the member's responsibility to detect and report failures and malfunctions to the Cooperative and, when such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the Cooperative in identifying the responsible party.
  10. The standard material calculated in the rate for steel street lighting is a thirty (30) foot direct buried pole. The cooperative will offer larger size poles with or without a breakaway base at the additional cost to be paid by the member.
- B. Special Systems: The Cooperative will provide underground wiring, ornamental poles and other special systems as costs are applicable. The Cooperative reserves the right to approve or disapprove any special system so requested.
- C. Relocation of Fixtures: The Cooperative will relocate a Cooperative-owned street lighting pole or standard at the member's expense if located on private R.W., if on Public R.W., the law of the State of Kansas will govern.
- D. Upgrade of Existing Fixtures: The Cooperative shall, upon the request of the member, upgrade existing street lighting units to provide higher levels of illumination under the following conditions:
1. The existing units must have been in place five (5) or more years.
  2. The Cooperative shall replace at the specified option under the rate table for existing Cooperative-owned luminaries and brackets with similar equipment providing higher lumen ratings. The appropriate rates for the fixtures with higher illumination will apply.
- E. Disconnection: When a member requests that a street lighting unit be disconnected before five (5) years have elapsed since the date of installation, the Cooperative may require the member to reimburse the Cooperative for the life of the value of the street lighting facilities removed plus the cost of removal less the salvage value thereof.

## Special Provisions

### A. Residential Subdivision Street Lighting

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.





The Cooperative will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the responsibility of Home Builder's Association or unincorporated communities to pay monthly charges as per terms and conditions of the contract.

In the event when Home Builder's Association, unincorporated communities or any other residential associations or governing group dissolve, the members related to those lighting areas shall equally share the monthly charges as established as per terms and conditions of the contract.

**B. Cities, Municipalities and Governmental Agencies**

This Part B does not apply to individual homeowners, Home Builder's Associations or any unincorporated agencies.

If due to any reasons cities, municipalities and governmental agencies decide to install Private Area/Street Lighting to meet their specifications and necessities, a special contract with the new rate will be issued by the Cooperative as dictated by franchise or special agreements. This shall at least cover the cost necessary to provide energy and maintenance of the Private Area/Street Lighting.

**Terminating Notice**

All service under this rate shall require a written notice ninety (90) or more days prior to termination by either party. If service is terminated, per member request, before the two (2) year contract period elapses, the member must pay the prorated balance of the contract amount. All or part of the payment requirement may be waived by the Cooperative if a successor, in effect, assumes payment responsibility for the predecessor's remaining contractual obligation by continuing Private Area/Street Lighting under Private Area/Street Lighting schedule PAL-SL-I.

**Terms and Conditions**

Service will be rendered in accordance with Cooperative's Rules and Regulations which can be found at Victory Electric Cooperative Association, Inc.'s website at [www.victoryelectric.net](http://www.victoryelectric.net)

**Delayed Payment**

As per Schedule DPC.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



**MONTHLY RATE – UNMETERED FACILITIES TABLE**

Style/Lamp	Lumens	Monthly kWh	Cust-0% Coop-100%	INVESTMENT OPTIONS		
				Cust-100% Coop-0%	City of Dodge City	
				Cust-0% Coop-100%	Cust-100% Coop-0%	
<b>PRIVATE AREA LIGHT</b>						
On Existing Pole						
100W P.A.L.	7,920	40	\$11.61	-	-	-
150W P.A.L.	13,500	60	\$13.63	-	-	-
200W P.A.L.	22,000	80	\$16.64	-	-	-
On New Pole (Wood)						
100W P.A.L.	7,920	40	\$18.28	-	-	-
150W P.A.L.	13,500	60	\$20.30	-	-	-
200W P.A.L.	22,000	80	\$23.41	-	-	-
<b>FLOOD LIGHT</b>						
On Existing Pole						
150W Flood	13,500	60	\$19.75	-	\$17.19	-
400W Flood	45,000	160	\$35.96	\$12.61	\$31.53	-
1000W Flood M.H.	110,000	402	\$55.75	\$29.70	\$46.50	-
On New Pole (Wood)						
150W Flood	13,500	60	\$26.42	-	-	-
400W Flood	45,000	160	\$42.63	-	-	-
1000W Flood M.H.	110,000	402	\$62.42	-	\$63.16	-
<b>STREET LIGHT</b>						
On Existing Pole						
50W LED	7,920	17	-	-	\$11.61	-
100W LED	22,000	40	-	-	\$16.64	-
100W Fixture	7,920	40	\$11.61	\$4.14	\$10.13	\$3.55
150W Fixture	13,500	60	\$13.63	\$5.55	-	-
200W Fixture	22,000	80	\$16.64	\$5.98	-	-
On New Pole (Wood)						
100W Fixture	7,920	40	\$18.28	\$4.14	\$15.20	\$3.86
<b>STREET LIGHT (COBRA HEAD)</b>						
On Existing Pole						
200W Cobra Head	22,000	80	-	-	\$14.70	\$5.98
400W Cobra Head	45,000	160	\$24.56	-	-	-
On New Pole (Wood)						
200W Cobra Head	22,000	80	-	-	\$20.03	-
400W Cobra Head	45,000	160	\$31.23	-	-	-
On New Pole (Steel)						
100W Cobra Head	7,920	40	\$29.11	-	\$27.74	\$4.71
200W Cobra Head	22,000	80	\$34.24	\$6.97	\$30.72	\$7.05

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# Decorative Lighting Service CLOSED

## Availability

Available to individuals, municipalities or other governmental subdivisions, school districts, unincorporated communities and for lighting county streets, major highways and public grounds at secondary voltages.

Available for area lighting using street light equipment installed in accordance with the Cooperative street lighting standards, at the voltage and current of Cooperative's established distribution system for such service, for use in lighting private areas and grounds, and decorative purposes.

## Net Monthly Bill

For supply of controlled electricity, installation and maintenance of a light fixture, pole and lamp renewal as required.

See **Decorative Unmetered Facilities Table**

(1) Member will be responsible for any underground circuits or special wiring not included in the Unmetered Facilities Table.

## Energy Cost Adjustment

The energy used (kWh used by each fixture) is subject to the Energy Cost Adjustment Tariff.

## Special Terms and Conditions

- A. The following provisions are intended to apply generally between the member and the Cooperative in the absence of any other existing agreement.
1. Standard fixtures available for installation hereunder shall be determined by the Cooperative on the basis of their quality, capital costs, maintenance costs, availability, member acceptance and other factors. Fixtures furnished in providing this service will be assigned by reference to manufacturer's symbols in the member's contract for leased lighting.
  2. Lamps shall be controlled by a photo-electric controller providing dusk to dawn service.
  3. Maintenance of Cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the member of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given the Cooperative to enter the member's premises at all reasonable times for the purpose of inspecting and maintaining its equipment.
  4. Trenching of soft soil which extends beyond one hundred seventy-five (175) feet is subject to extra costs. Trenching cost of hard soil will be determined on an individual basis.

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5. The member is responsible for all damages to, or loss of, the Cooperative property located on his property unless occasioned by Cooperative negligence or by any cause beyond control of the member.
6. It shall be the member's responsibility to notify the Cooperative when the lighting system is not working on the member's premises.
7. The member will provide the Cooperative, free of charge, the necessary permits, rights of way and excavations or paving cuts necessary for installation and operation of area lighting units.
8. The Cooperative will own, maintain and operate all controlled area lighting equipment and service facilities. Line extensions to serve the area light(s) must be made in accordance with Cooperative's line extension policy.
9. The Cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the Cooperative is notified of a maintenance requirement. The Cooperative assumes no responsibility for patrolling such equipment to determine when maintenance is needed. However, it is the member's responsibility to detect and report failures and malfunctions to the Cooperative and, when such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the Cooperative in identifying the responsible party.

B. **Special Systems:** The Cooperative will provide underground wiring, ornamental poles and other special systems as costs are applicable. The Cooperative reserves the right to approve or disapprove any special system so requested.

C. **Relocation of Fixtures:** The Cooperative will relocate a Cooperative-owned street lighting pole or standard at the member's expense if located on private R.W., if on Public R.W., the law of the State of Kansas will govern.

D. **Upgrade of Existing Fixtures:** The Cooperative shall, upon the request of the member, upgrade existing street lighting units to provide higher levels of illumination under the following conditions:

1. The existing units must have been in place five (5) or more years.

2. The Cooperative shall replace at the specified option under the rate table for existing Cooperative-owned luminaries and brackets with similar equipment providing higher lumen ratings. The appropriate rates for the fixtures with higher illumination will apply.

E. **Disconnection:** When a member requests that a street lighting unit be disconnected before five (5) years have elapsed since the date of installation, the Cooperative may require the member to reimburse for the life of the value of the street lighting facilities removed plus the cost of removal less the salvage value thereof.

### **Special Provisions**

A. **Residential Subdivision Street Lighting**

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



The Cooperative will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the responsibility of Home Builder's Association or unincorporated communities to pay monthly charges as per terms and conditions of the contract.

In the event when Home Builder's Association, unincorporated communities or any other residential associations or governing group dissolve, the members related to those lighting areas shall equally share the monthly charges as established as per terms and conditions of the contract.

**B. Cities, Municipalities and Governmental Agencies**

This Part B does not apply to individual home owners, Home Builder's Associations or any unincorporated agencies.

If due to any reasons cities, municipalities and governmental agencies decide to install Security (Decorative) Lighting Service to meet their specifications and necessities, a special contract with the new rate will be issued by the Cooperative as dictated by franchise or special agreements. This shall at least cover the cost necessary to provide energy and maintenance of the Security (Decorative) Lighting Service.

**Terminating Notice**

All service under this rate shall require a written notice ninety (90) or more days prior to termination by either party. If service is terminated, per member request, before the two (2) year contract period elapses, the member must pay the prorated balance of the contract amount. All or part of the payment requirement may be waived by the Cooperative if a successor, in effect, assumes payment responsibility for the predecessor's remaining contractual obligation by continuing Decorative Lighting under Decorative Lighting Service schedule DOL-I.

**Terms and Conditions**

Service will be rendered in accordance with Cooperative's Rules and Regulations which can be found at Victory Electric Cooperative Association, Inc.'s website at [www.victoryelectric.net](http://www.victoryelectric.net).

**Delayed Payment**

As per Schedule DPC.

<sup>1</sup>MKEC is defined as the "certified territory" served by Aquila, Inc. prior to the 2007 acquisition of assets by Mid Kansas Electric Company LLC.



**MONTHLY RATE  
 DECORATIVE UNMETERED FACILITIES TABLE**

<u>Style/Lamp</u>	<u>Lumens</u>	<u>kWh</u>	City of Dodge City			
			<u>Cust-0% Coop-100%</u>	<u>Cust-100% Coop-0%</u>	<u>Cust-0% Coop-100%</u>	<u>Cust-100% Coop-0%</u>
<b>ACORN</b>						
35W HPS	2,205	14	-	-	\$20.84	-
<b>LANTERN</b>						
250W HPS	27,000	100	-	-	-	\$8.87
<b>SHOEBOX</b>						
250W HPS	27,000	100	-	-	\$43.10	-

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