

~~**Bluestem Electric Cooperative, Inc.  
Rules and Regulations for All Territory  
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Rules and Regulations for All Territory**

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**Bluestem Electric Cooperative, Inc.**  
**Rules and Regulations for All Territory**  
**RULES AND**  
**REGULATIONS**

These Rules and Regulations are part of the Electric Service Agreement between Bluestem Electric Cooperative, Inc. and its ~~Member/Customer~~Member. They are subject to change from time to ~~time, and~~time and become effective and binding as a matter of law without any further notice. There is intended to be no inconsistency between these Rules and Regulations and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules shall prevail. Copies of these Rules and Regulations may be reviewed or obtained by any ~~Member/Customer~~Member at the Cooperative's ~~headquarters~~Headquarters: 614 East Highway 24, Wamego, Kansas, or district office: 524 Dexter, Clay Center, Kansas. 1000 South Wind Drive, Wamego, Kansas 66547.

**SECTION 1: DEFINITIONS**

In addition to the usual meaning, all words or terms used in these Rules and Regulations, in Rate Schedules, and in Electric Service Agreements are intended to have the meanings regularly ascribed to them by the electric industry. The following terms, unless otherwise indicated herein, shall have the specific meaning given below.

**A. A. COOPERATIVE:** Bluestem Electric Cooperative, Inc., which furnishes electric service under these Rules and Regulations. ~~Headquarters: Post Office Box #5, 614 East Highway 24, Wamego, Kansas, 66547. 1000 South Wind Drive, Wamego, Kansas 66547, Phone # 785-456-2212 or # 800-558-1580; or District Office: PO Box 513, 524 Dexter, Clay Center, Kansas, 67432, Phone # 785-632-3111.~~

**B. COMMISSION:** Kansas Corporation Commission of the State of Kansas, 1500 SW Arrowhead, Topeka, Kansas 66604, or any successor of such Commission having jurisdiction of the subject matter hereof.

**BC. CUSTOMERMEMBER:** Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using electric service supplied by the Cooperative.

**GD. RESIDENTIAL CUSTOMERMEMBER:** A ~~Customer~~Member applying for or using electric service at a home or farm service location occupied as a place of residence.

**DE. ELECTRIC SERVICE AGREEMENT:** The application, agreement, or ~~contract~~contract pursuant to which the Cooperative supplies electric service to the ~~Customer~~Member.

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F. GOVERNING DOCUMENTS: Governing Documents mean the written Electric Service Agreement or Agreements signed by an applicant or Member and all the following documents and actions, all as currently existing or as later adopted or amended: (1) all laws regarding or affecting the Cooperative's property, property rights, and assets, the Cooperative's operation, the Cooperative's Members and patrons, the provision and use of Cooperative services, Cooperative equipment, and Member equipment connected to the Cooperative equipment; (2) the Articles of Incorporation; (3) the Bylaws (4) the Cooperative's Rules and Regulations; (5) the Cooperative's Rate Schedules; and (6) all rules, regulations, requirements, guidelines, procedures, policies, programs, determinations, resolutions, or actions taken, adopted, promulgated or approved by the Board of Trustees.

EG. MULTIPLE RESIDENTIAL COMPLEX: Includes newly constructed mobile home courts and apartment buildings, as well as, renovated mobile home courts and apartment buildings where the renovation cost exceeds fifty percent (50%) or more of the value of the building or structure. The term does not include:

(1) operations catering predominately to transients such as hotels, motels, hospitals, rooming or boarding houses, recreational travel trailer parks, dormitories, rest homes, orphanages, and charitable institutions or;

(2) buildings and structures used essentially for general office, commercial, or industrial purposes.

FH. BOARD CERTIFIED PHYSICIAN: A physician certified to practice medicine by the Kansas State Board of Healing Arts or any other comparable state licensing board.

## **SECTION 2: APPLICATION FOR SERVICE AND AGREEMENTS**

A. APPLICATION BY CUSTOMERMEMBER: Application for electric service shall be made in writing by the Customerapplicant or Member to the Cooperative on the Cooperative's Standard Agreement for Electric Service and Membership ~~form~~Form, ~~although~~ However, the Customerapplicant or Member may, at the discretion of the Cooperative, be connected based on an oral request, provided the written Agreement is signed within ten (10) business days. This application becomes an Electric Service Agreement or contract when accepted in writing by the Cooperative, or upon establishment of service. The Cooperative may require a separate Electric Service Agreement for each class of service at the same or at each separate location.

B. ADDITIONAL PROVISIONS:

(1) Electric service shall be supplied to the CustomerMember under the provisions of the Cooperative's Articles of Incorporation, Bylaws, CustomerMember's Electric Service Agreement, the Cooperative's applicable Rate Schedules, all Rules and Regulations adopted by the Board of Trustees, as such rules and regulations may be altered or

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amended by the board from time to time, and any special Contract or Agreement with the CustomerMember. The taking of electric service by a CustomerMember shall constitute acceptance of, and an agreement to be bound by, all such provisions.— Any changes in Articles, Bylaws, Rate Schedules, or Rules and Regulations, shall act as a modification of the Electric Service Agreement then in existence without further notice to the CustomerMember.

(2) The CustomerMember shall furnish upon request sufficient information relative to the size and characteristics of the load; the location of the premises to be served; and information needed to designate the class or classes of electric service to be supplied and the conditions under which it shall be supplied.

- C. RATES: Rates for electric service will be those of the Cooperative currently in effect subject to applicability to the CustomerMember and subject to change as provided by the Governing Documents or law. Copies of the Rate Schedules currently in effect may be reviewed at the offices-Headquarters of the Cooperative. CustomerMember's eligibility for service under any particular rate schedule shall be determined solely by the Cooperative based upon the eligibility criteria set forth in the rate schedule. In the event that the CustomerMember is eligible for service under one or more rate schedules, it shall be the sole responsibility of the CustomerMember to determine the rate schedule under which the CustomerMember will receive service. In the event that the CustomerMember makes no such election, the Cooperative may provide service under the rate schedule which the Cooperative determines to be applicable to the CustomerMember. The Cooperative shall not be liable, and shall be held harmless, from CustomerMember's failure to elect the appropriate rate schedule under which service shall be provided.
- D. TERM OF CONTRACT: Unless otherwise specified or approved by the Cooperative, Electric Service Agreements shall be effective commencing on the date that service is made available to the CustomerMember. When justified by the particular service requirements, the Cooperative may require a specific contract period commensurate with the CustomerMember's electric service requirements and the necessary service facilities and equipment (Section 8). Service shall be continued until canceled by the Member upon proper notice to the Cooperative or discontinued or terminated by the Cooperative in accordance with applicable Governing Documents.

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E. E. TEMPORARY SERVICE: Temporary service is defined as a non-established service intended to be removed following temporary usage.

(1) Additional Charge: Temporary service shall be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there shall be an additional charge paid in advance before service is established, determined as follows:

- (a) -an amount equal to estimated labor, overhead and expendable material charges for both installation and removal of the temporary service, but in no event less than the Temporary Service Minimum Fee as filed in the Service Fees Rate Schedule; plus
- (b) a membership, security deposit or deposits, if required and in accordance with these Rules and Regulations.

(2) Refund to CustomerMember: Upon removal of temporary service, all charges in excess of the Temporary Service Minimum Fee or the actual cost to the Cooperative, whichever is the greater, shall be refunded to the CustomerMember after the CustomerMember's bills for electric service have been paid.

F. SEASONAL SERVICE: Seasonal service is defined as an established service for retention of idle facilities in which the Member plans to establish or resume service for the next seasonal period. Seasonal period is considered less than twelve (12) months. Seasonal usage may be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established determined as outlined below.

- (1) Member covers all costs associated with the seasonal service.
- (2) Member will be billed an annual Seasonal Service Reconnection Charge as shown in the Service Fees Rate Schedule.
- (3) A security deposit or deposits, if required and in accordance with these Rules and Regulations.

G. IDLE SERVICE: An idle service is defined as non-energized metering or delivery point with no incurring electric usage charges for over twelve (12) months. An annual Idle Service Charge will be owed in accordance with the Cooperative's Rate Schedule.

- (1) A landowner, or someone other than a landowner with the landowner's approval, may retain an idle service.
- (2) Should a member request to reconnect a service that they had disconnected for a period of less than one (1) year, they will be billed the minimum charges as defined above when the service is reconnected.
- (3) Any idle service which exists for a period of two (2) years or longer, is subject to removal at the discretion of the Cooperative.
- (4) Should an idle service be removed, any subsequent service rebuild will be subject to the current Line Extension Policy as outlined in Section 8 of the Rules & Regulations.

FH. CHANGE IN OCCUPANCY: When a change of occupancy is to take place on any premises supplied with electric service by the Cooperative, the outgoing CustomerMember shall give written notice to the Cooperative or at the discretion of the Cooperative, oral notice as to the date of the change. Notice is to be given ~~to the Cooperative prior to the date of change or as soon as is practicable~~ not less than seven (7) business days before the date

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of change. If the Cooperative permits an oral connect or disconnect request, a record, utilizing a unique number and the Cooperative employee's name or code, should be made of the request and filed.— Both the outgoing and incoming CustomerMembers shall have agreed upon the date of change. The outgoing CustomerMember shall be held responsible for payment of all electric energy recorded by the meter until the requested time of termination.— If no such notice is given, the outgoing CustomerMember shall be held responsible for electric energy recorded during the time in which the account continues to be in the CustomerMember's name as shown by the records of the Cooperative. —The CustomerMember shall not by such notice be relieved of any obligations already accrued under the Electric Service Agreement or other contract with the Cooperative. —The Cooperative shall charge the incoming CustomerMember a "Name Change Fee" as established in the Service Fees Rate Schedule.

GJ. RE-SELLING OR REDISTRIBUTING OF SERVICE: The electric service provided is for the sole use of the CustomerMember and the CustomerMember shall not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract. —Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5 A (1).

J. IDENTIFICATION OF AN AGENT: A Member may designate an Agent on their membership account. Agent designation may be made either on the Agreement for Electric Service or the landlord agreement. The designated Agent may access account information such as due date, amount of bill, status of account, and account information. Because the designated Agent is not an owner of the account, they do not have rights to the Capital Credit allocations or retirement payments. If the party requesting to add an Agent is currently a Member, the Member will be required to submit a new Agreement for Electric Service containing the Agent's name, along with the Member's signature. The designated Agent will continue to have access to Member account information until the Cooperative receives notice from the Member in writing to terminate the Agent. Termination of the designated Agent will also occur if the Member deceases.

K. REVERT-TO-LANDLORD AGREEMENT: The Revert-to-Landlord Agreement grants the Cooperative permission to transfer electrical service of a landlord's listed properties into the landlord's name as referenced in the landlord agreement. Per the Cooperative's Prepay Electric Program Agreement, if the tenant is enrolled in the Cooperative's prepay billing, the electricity may be disconnected ten (10) business days before the account becomes finalized. Following ten (10) business days, the service will then be transferred to the landlord. The landlord must maintain current contact information with the Cooperative at all times. Delinquent payments made by the landlord may result in termination of all Revert-to-Landlord Agreements.

—SECURITY LIGHTS: Members requesting leased security lights will be responsible for all costs above the standard installation. If a request for disconnection of a security light is less than twelve (12) months since the same member requested the security light to be

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connected, such member shall be billed for the remaining disconnected months. Member-owned equipment is not permitted to be installed on Cooperative-owned structures, unless authorized otherwise by the Cooperative.

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### **SECTION 3: CREDIT AND SECURITY DEPOSIT REGULATIONS**

#### **A. ESTABLISHMENT AND MAINTENANCE OF CREDIT:**

(1) Credit Information: The ~~Customer~~Member may be required to provide reasonable credit information to the Cooperative before service is made available. The credit information shall be requested and provided on the Electric Service Agreement ~~form~~Form. -The Cooperative may request positive identification (identified as photo with name) from Residential ~~Customer~~Members. —If positive identification is not immediately available, a ~~Customer~~Member providing a full deposit shall have forty-eight (48) hours to secure positive identification. —If the ~~Customer~~Member fails to provide positive identification by the end of the forty-eight (48) hour period, the ~~Customer~~Member's electric service may be disconnected in accordance with Section 5 until positive identification is provided.

(2) Security Deposit Required: The Cooperative may, at the time of Application for service, require a security deposit to guarantee payment of bills for electric service rendered if:

(a) the Cooperative establishes that the ~~Customer~~Member has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based;

(b) the ~~Customer~~Member has outstanding with the Cooperative or other utility, an undisputed and unpaid service account;

(c) the ~~Customer~~Member has obtained electric service by tampering with the electric equipment

of any utility. Tampering is defined as:

(i) making a connection of any wire, conduit or device, to any service or transmission line owned by a utility;

(ii) defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity;

(iii) preventing any such meter from properly measuring or registering; or

(iv) taking, receiving, using or converting any electricity which has not been measured.

(d) The Member desires or has contracted for a potential electric load, of such magnitude, that a failure to make timely payment on the Member's account could create a significant adverse financial effect on the Cooperative. Significant adverse financial effect is defined as the dollar figure equal to or greater than 5% of any one month's power cost for the Cooperative.

(3) The Cooperative may at any time after application for service, require a deposit to

guarantee payment of bills for utility service rendered if:

(a) the Cooperative establishes that the ~~Customer~~Member has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based;

(b) the ~~Customer~~Member has outstanding, with the Cooperative or other utility, an undisputed and unpaid service account;

(c) the ~~Customer~~Member has obtained electric service by tampering as defined in

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Section 3 A (2) (c), from any utility;

(d) the ~~Customer~~Member fails to pay an undisputed bill before the delinquency date, one of which

is at least 30 days in arrears.

(e) The Member's electric load is of or increases to such magnitude, that a failure to make timely payment on the Member's account could create a significant adverse financial effect for the Cooperative. Significant adverse financial effect is defined as the dollar figure equal to or greater than 5% of any one month's power cost for the Cooperative.

(4) No deposit shall be required because of a ~~Customer~~Member's race, color, sex, gender identity (including gender expression), sexual orientation, disability, religion, national origin, marital status, family/parental status, age, number of dependents, source of income, political beliefs, or geographical area of residence, or any protected characteristic as outlined in Rural Utilities Service (RUS) Statement of Nondiscrimination.

(5) Guaranty or Surety Bond: In lieu of requiring a security deposit, the Cooperative ~~shall~~ may accept the written guarantee of any of its ~~Customer~~Members that has maintained a credit rating of "Excellent" for at least three years as surety for a ~~Customer~~Member's Electric Service Agreement. The Cooperative may require the Guarantor to sign an agreement allowing the Cooperative to transfer the ~~Customer~~Member's debt to the Guarantor's account.

In the event the ~~Customer~~Member's debt is transferred to the Guarantor's account, the Guarantor shall have the same time to pay the deposit as a new ~~Customer~~Member and can be disconnected for nonpayment under conditions set out in Section 5. The Cooperative shall not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit. The Guarantor of a ~~Customer~~Member shall be released upon non-delinquent payment of all undisputed proper charges for electric service as outlined in Section 3 D or upon termination of service and payment of service bills. If the ~~guarantor~~Guarantor moves off the Cooperative's system or is required to provide his or her own deposit, the guarantee is no longer valid and the Cooperative may require the ~~customer~~Member to make a cash deposit or obtain a surety bond or another written guarantee for the remainder of time until the deposit is returned or until electric service is terminated.

(6) ACH Payment Method: In lieu of a security deposit, the Cooperative may allow a Member to execute an ACH Bank Draft Agreement and be bound by the rules outlined in Section 4 and 5 of the Rules & Regulations.

#### B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND:

(1) ~~For all~~ ~~Customer~~Members, the amount of the cash security deposit or surety bond required will not exceed the greater of the amount of that ~~Customer~~Member's projected largest two (2) months bills or the minimum, as established by the Cooperative. If the ~~Customer~~Member has been documented to have obtained electric service by tampering as defined in Section 3 A (2)(c), an additional deposit based on one month's average use may be assessed. ~~—~~ The security deposit for ~~Customer~~Members shall be payable in full at the time of application or upon notice as provided in Section 3 A.

(2) For purposes of establishing security deposits and projecting monthly bills, the

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Cooperative shall consider the length of time the CustomerMember can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar CustomerMembers. The amount of the cash security deposit or surety bond may be adjusted if the character or volume of the CustomerMember's service should change.

(3) Security deposits shall be non-transferable from one CustomerMember to another, unless authorized, in writing, by the customerMember of record; however, upon termination of the CustomerMember's service at the service address, the Cooperative may transfer the security deposit to the CustomerMember's new active account. Disconnection for non-payment of security deposit shall be governed by Section 5 A (1) (e) of these Rules and Regulations.

(4) The security deposit will be payable in full at the time of receipt or commencement of an electric service or upon notice.

C. SECURITY DEPOSIT RECEIPTS:

(1) The Cooperative shall maintain a record of all security deposits received from CustomerMembers showing the name of each CustomerMember, the address of the premises for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest paid.

(2) When the Cooperative accepts a security deposit, a non-assignable receipt shall be issued to the CustomerMember, upon the customer's Member's request.

D. REFUND OF SECURITY DEPOSIT:

(1) Upon termination of service, if the security deposit is not to be transferred to the Member's new account, the CustomerMember's deposit shall be refunded, less any unpaid service bills, including simple interest at a rate not less than that provided by K.S.A. 12-822 and amendments; provided that, CustomerMember has paid all bills due the Cooperative and has allowed the Cooperative to remove its meters and equipment in an undamaged condition. The Cooperative may require the CustomerMember to sign a Release Form acknowledging the return of the security deposit with interest thereon. The Cooperative may require the identification of the person to whom the Security Deposit is returned.

(2) Security deposits taken from Residential CustomerMembers, who make non-delinquent payments of undisputed bills for electric service for the last twelve (12) consecutive months, shall be either credited with simple interest to their utility bills or refunded. Non-residential deposits may be retained until termination of service. A deposit shall not be returned until all undisputed amounts are paid.

(3) Interest payments on residential or non-residential deposits shall be credited to the Member's bill at least once a year or when the deposit is refunded.

~~(3) Interest payments on residential or non-residential deposits shall be credited to the Customer's bill at least once a year.~~

E. SECURITY DEPOSIT NOT A WAIVER: The fact that a security deposit or guarantee has been made shall in no way relieve the CustomerMember from complying with the Cooperative's Rules and Regulations pertaining to payment of bills, nor shall it constitute a

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waiver or modification of the regular practices of the Cooperative providing for disconnection of service for non- payment of sums due the Cooperative for service rendered.

- F. WAIVER OF SECURITY DEPOSIT: In circumstances where the Cooperative determines that a CustomerMember is currently not subject to a security deposit or guarantee or when a CustomerMember participates in the Prepay Service, the CustomerMember is in no way relieved from complying with the Cooperative's Rules and Regulations pertaining to payment of bills, nor shall it constitute a waiver or modification of the regular practices of the Cooperative providing for disconnection of service for non-payment of sums due the Cooperative for service rendered.

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## **SECTION 4 - BILL PAYMENT**

A. PAYMENT OF BILLS: All bills for electric service are due and payable upon receipt. Normally, bills shall be sent by mail or by electronic means; however, the non-receipt of a bill by a CustomerMember shall not release or diminish the obligation of the CustomerMember with respect to the full payment thereof, including penalties and interest.

B. CONTENTS OF BILLS:

(1) The Cooperative shall normally bill each CustomerMember each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly or other basis at the sole discretion of the Board of Trustees. Each service bill issued to a CustomerMember shall show:

(a) the beginning and ending meter registration and the demand reading, when applicable, for the reading period, except that estimated billings shall disclose that it is based on estimated usage;

(b) the date of the bill and if available, the date of the meter reading;

~~(b) the date of the reading(s) and the date of the bill;~~

(c) the final date by which a payment can be received before a delinquency charge is imposed;

(d) the actual or estimated usage during the billing period;

(e) the amount due for prompt payment and the amount due after delinquency in payment;

(f) if applicable, the transmission, fuel, power and/or energy cost adjustment in cents per

kilowatt hour ( $\phi$ /KWH) and the total amount of the adjustment due;

(g) if applicable, the customer charge;

(h) the amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection, installment payments, and other utility charges or credits authorized by the Board of Trustees.

(i) the total amount due for the current billing period;

(j) the amount due for franchise and sales taxes, property tax adjustment, and other appropriately approved surcharges or adjustments each stated separately, if appropriate; and

(k) the address and telephone number of the Cooperative and the identification of the person or office where a CustomerMember may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern.

(2) The Cooperative may include on the bill for utility services other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by tariff, such as the sale of merchandise, installation of electrical equipment or facilities or services performed in connection therewith. If the CustomerMember makes a partial payment for the total bill, the Cooperative shall credit payment:

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- (a) first to the additional utility charges (such as disconnection/reconnection fees),
- (b) then to the balance outstanding for utility service beginning with the oldest service debt, and
- (c) then to special charges as defined above.

(3) If the CustomerMember is paying in advance or under the Budget Payment Plan, each bill shall also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.

(4) The CustomerMember's bill shall also show any adjustment to previous billings based on estimated usage or inaccurate information. ~~—~~ Should the error be in the CustomerMember's favor, the adjustment shall be calculated for the period that the problem existed or for which records allow a calculation, not to exceed five (5) years. ~~—~~ Should the error be in the Cooperative's favor, the adjustment shall be calculated for the period that the problem existed or 18 months, whichever is shorter. If, however, the adjustment is the result of tampering by the CustomerMember, the period shall be as long as records can support the adjustment. If the adjustment shows a net balance due the Cooperative, the CustomerMember shall be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time mutually agreed to by the CustomerMember and an authorized Cooperative representative. If a net balance is due the CustomerMember, the CustomerMember shall be given either a credit on subsequent bills or a refund, if the overpayment exceeds the average of three months' bills or a minimum of one hundred dollars (\$100) and a refund is requested by the Member.

C. C.—METER READING PERIODS: Unless otherwise provided in the Rate Schedules or authorized by the Cooperative, meters shall be read by the Cooperative at intervals approximating the billing period. The Cooperative reserves the right to adopt a plan dividing territory served into districts or customerMembers into cycles and of reading meters in each district or cycle at a selected time period.

#### D. ESTIMATED USAGE:

(1) The Cooperative may render a bill, other than a final bill when service is discontinued or an initial bill, based on estimated usage pursuant to estimating procedures approved by the Board of Trustees if the bill is rendered: when the Cooperative is unable to obtain an actual meter reading for whatever reason.

~~(a) when extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Cooperative's control prevent actual meter readings;~~

~~(b) when the Cooperative is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter.~~

(2) The Cooperative may render a bill based on estimated usage as a CustomerMember's final or initial bill pursuant to estimating procedures when:

(a) the CustomerMember so requests and any necessary adjustments are made to the

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bill upon

a subsequent actual meter reading by the Cooperative,

(b) an actual meter reading cannot be taken because of a broken meter or other equipment failure.

(3) The Cooperative may render a bill based on estimated usage when the CustomerMember is paying under the Budget Payment Plan (See H in this Section) where payments are based upon an estimated or projected average usage. Actual meter readings must also be made for CustomerMembers using the Budget Payment Plan, except as otherwise provided by D (1) in this Section.

(4) When the Cooperative renders an estimated bill in accordance with this Section it shall:

–(a) maintain accurate records of the reasons therefore and efforts made to secure an actual reading;

(b) clearly disclose on the bill that it is based on estimated usage; and

(c) make any appropriate adjustment upon subsequent reading of the meter.

(5) All adjusted bills and bills covering more than a one month period shall be based on increasing the length of the rate blocks according to the number of months involved, i.e., the rate blocks shall be doubled for a two-month reading, tripled for a three-month reading, etc. Adjustments shall not be prorated for less than a one month period. Adjusted bills shall show the credit due the CustomerMember for amounts paid that were based on the CustomerMember's readings or the Cooperative's estimate and shall show the balance due and payable to the Cooperative.

(6) Fuel, power, or energy cost adjustments covering more than a one month period shall be

based on the most recent adjustment clause currently in effect.

(7) All past adjustments will be brought to accuracy once an actual reading is obtained.

E. CASH PAYMENT: The Cooperative may require that the CustomerMember make payment of bills by cash, certified checks, credit card, debit card, cashier's check, or money orders. Prepay accounts (see I in this section) will be required to pay with these methods. The Cooperative shall give seven (7) business days'—noticedays' notice to the CustomerMember whenever checks, including electronic checks or Automated Clearing House (ACH) payments (also known as bank drafts), shall no longer be accepted for payment of bills.

F. –RETURNED CHECK PAYMENT CHARGE: The Cooperative may require a Returned Check–Payment Charge, as filed in the Service Fees Rate Schedule, from the CustomerMember for CustomerMember checkspayments, including electronic checks or ACH transactions, returned for insufficient funds or any other reason.

G. TAX ADJUSTMENT:

(1) Special Taxes: When any city, county, state, or other taxing sub-division imposes a

franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind

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on the Cooperative, the amounts thereof insofar as practical, shall be charged on a proratapro rata basis to all CustomerMembers receiving electric service from the Cooperative within the boundaries of such taxing sub-division. This tax charge, in all cases, shall be in addition to the regular charges for electric service.

(2) Gross Receipts Tax: Where a tax is levied on a percentage of gross receipts, that percentage shall be applied to each affected CustomerMember's bill, and the amounts so computed shall be added to each CustomerMember's regular billing until such CustomerMember's proportionate share of the total tax is paid. The prorata tax applicable to each CustomerMember shall be identified on the CustomerMember's billing as such.

#### H. BUDGET PAYMENT PLAN:

(1) Availability: The Budget Payment Plan is, by mutual agreement between the CustomerMember and the Cooperative, available to any qualifying CustomerMember.

(2) Estimated Bills: At the request of any qualifying CustomerMember, the Cooperative shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for electric service to be rendered during the twelve (12) month contract period, which divided by the number of months in such contract period, shall be the monthly installment. The account will be settled and adjusted at the beginning of each new contract period.

(3) Conditions of Budget Payment Plan: The CustomerMember shall be entitled to receive electric service under the Budget Payment Plan provided CustomerMember shall agree:

- (a) to pay each monthly installment on or before the due date thereof;
- (b) to pay the late payment charge provided in these Rules and Regulations if a bill becomes delinquent;
- (c) that failure to pay any monthly installment on or before the delinquent date may be cause for termination by the Cooperative of the Budget Payment Plan with respect to CustomerMember, in addition to other remedies permitted by these Rules and Regulations;
- (d) that failure to pay any monthly installment on or before the delinquent date for two consecutive months will cause the CustomerMember to be ineligible for the budget payment plan;
- (e) that once terminated from the Budget Payment Plan and unless otherwise authorized by the Cooperative, to again be eligible, a CustomerMember must pay on time for twelve (12) consecutive months;
- (f) that the estimate shall apply only to the premises then occupied by CustomerMember and that if such premises are vacated during the period covered by said estimate, the Budget Payment Plan with respect to CustomerMember shall immediately terminate;
- (g) that if the Budget Payment Plan is terminated, any amount or amounts payable by or due to CustomerMember on account of the metered service during the period covered by the plan shall be billed or credited to CustomerMember at once;
- (h) that until terminated by either party, the Budget Payment Plan shall be renewed automatically;
- (i) that the Budget Payment Plan may be periodically reviewed by the Cooperative and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the contract period shall substantially exceed the

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estimate; and

(j) that the difference between the accumulated total amount of the CustomerMember's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period shall be charged or credited, as the case may be, to the service bill for the final month of such contract period which shall be subject to current settlement before the start of the next contract period.

#### I. PREPAY SERVICE:

(1) Prepay Service Accounts Eligibility, Enrollment, and Billing: Prepay service is available to all Residential CustomerMembers as an option subject to the following provisions:

(a) The CustomerMember's existing account, if any, must be currently paid in full when participation commences;

(b) Any security deposit previously paid by the CustomerMember will be applied in full to the CustomerMember's outstanding balance at the commencement of the service and any credit remaining will be applied to the CustomerMember's Prepay account;

(c) The CustomerMember must pay an activation fee and all other applicable fees and equipment charges prior to commencement of the service, as listed in the Service Fees Rate Schedule;

(d) The CustomerMember must sign a Prepay Service Agreement prior to commencement of the service;

(e) A CustomerMember desiring Prepay service shall make a request to the Cooperative to be enrolled in the Prepay service;

(f) The Cooperative will allow enrollment into Prepay service if the CustomerMember meets the eligibility requirements;

(g) The CustomerMember is responsible for monitoring their account on a frequent basis and any account with a zero or negative balance is subject to immediate disconnection;

(h) The CustomerMember may make payment of prepay accounts by cash, certified checks, credit card, debit card, cashier's check, or money orders;

(i) An interim settlement will be made when a bill is calculated each month in the usual manner using the applicable rate and the applicable adjustments appropriate for that month;

(j) A full settlement of the account shall be made when participation in the plan is ended.

(2) Delinquent Prepay Service Accounts and Collections:

(a) Prepay accounts become delinquent immediately upon failure to maintain a positive balance. The Cooperative may discontinue service and remove the meter for such delinquency immediately with no notice to the CustomerMember.

(b) Prepay accounts may be disconnected on weekends, holidays, or during severe weather and can occur regardless of the medical and health conditions of any person located at the address where electric service is furnished under the Prepay Program. Prepay accounts are not subject to the conditions of the Cold Weather Rule (Section 4 L) and are not eligible for credit extensions or payment arrangements.

(c) The Cooperative reserves the right to refuse to furnish prepay service to a CustomerMember at any new location until all delinquent bills of such CustomerMember, for like service in any previous location served by the Cooperative, are paid.

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J. ~~D~~ELINQUENT BILLS:

(1) Bills for electric service shall be deemed delinquent if payment thereof is not received by the Cooperative or its authorized agent on or before the date stated on the bill, ~~which shall be, approximately, the twentieth (20) day after the date of billing.~~

~~(a) If a Commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, the utility shall offer to provide a copy of the bills to the Customer's bill-paying office at the same time it is delivered to the local business.~~

(2) When a bill becomes delinquent, a late payment penalty in an amount equal to the rate stated within the Service Fees Rate Schedule times the delinquent amount owed for current electric service shall be added to the CustomerMember's bill and collection efforts by the Cooperative shall be initiated.

(3) If the last calendar day for remittance falls on a day when the Cooperative's office is not open to the general public, the final payment date shall be extended through the next business day.

K. DEFAULT:

(1) Failure of the CustomerMember to conform to these Rules and Regulations or to pay any amount due the Cooperative under the CustomerMember's Electric Service Agreement in the full amount due before becoming delinquent shall constitute a default by the CustomerMember in his or her Electric Service Agreement.

(2) The CustomerMember's obligation to pay the amount due the Cooperative under the CustomerMember's Electric Service Agreement shall be separate from other obligations and claims between the —Cooperative and the CustomerMember. —Failure by the CustomerMember to pay obligations to and claims by the Cooperative other than amounts due the Cooperative under the CustomerMember's Electric Service Agreement, shall not constitute a default justifying discontinuance of electric service under Section 5 of these Rules and Regulations. Failure of the Cooperative to pay obligations to or claims by the CustomerMember, or to give the CustomerMember credit therefore, shall not justify failure by the CustomerMember to pay the Amount due the Cooperative under the CustomerMember's Electric Service Agreement nor prevent default by the CustomerMember.

—BILLING OR OTHER ERROR(S): If a billing or other error by the Cooperative results in a Member being undercharged for the actual amount of electricity provided to the Member by the Cooperative, then upon discovery of the error, and regardless of the cause or duration of the error, the Cooperative will issue a supplemental billing reflecting the corrected amount owed by the Member; and the Member shall remit payment to the Cooperative for such supplemental billing. The Cooperative may make arrangements for the payment of such supplemental billing on an installment basis, subject to such terms and conditions as may be approved by the General Manager.

L.

LM. COLD WEATHER RULE:

(1) Although the Cooperative is a deregulated electric utility and not subject to the

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provisions of the Kansas Corporation Commission Cold Weather Rule (CWR), the Cooperative will make reasonable efforts to comply with the Cold Weather Rule as set forth herein and thus establishes the disconnection procedures for any qualifying Residential Member of the Cooperative throughout the traditional cold weather period, which extends from November 1 through March 31.~~The provisions of the Cold Weather Rule (CWR) establish the disconnection procedures for any Kansas Customer of the Cooperative throughout the cold weather period, which extends from November 1 through March 31.~~

(2) The Cooperative will not disconnect a CustomerMember's service between November 1 and March 31 when a recognized regional weather forecasting agency forecasts the temperature will drop below 35 degrees Fahrenheit within the next 24-hour period unless:

- (a) it is at the CustomerMember's request;
- (b) the service is abandoned;
- (c) -a dangerous condition exists on the CustomerMember's premises;
- (d) -the CustomerMember violates any rule of the ~~cooperative~~ Cooperative which adversely affects the safety of the CustomerMember or other persons, or the physical integrity of the Cooperative's delivery system; or
- (e) the CustomerMember causes or permits unauthorized interference with, or tampering of as defined in Section 3 A(2)(c), the electric service situated or delivered on or about the CustomerMember's premises.

—In any of these situations, the Cooperative may disconnect the service immediately. Services disconnected under (c), (d) or (e) above should be restored as promptly as practicable after the physical problems as defined in (c), (d) and (e) above have been corrected.

(3) Responsibilities of the Cooperative:

- (a) Send one written disconnect notice mailed first class at least five (5) business days prior to termination of service. A CustomerMember may not be disconnected until a 24-hour forecast above the activating temperature is predicted by a recognized regional weather forecasting agency. The Cooperative shall make at least one telephone call (or other acceptable means of notification) attempt with the CustomerMember of record at least one (1) business day but not more than five (5) business days prior to the day of disconnection.—The Cooperative shall make at least one telephone call (or other acceptable means of notification) attempt and/or at-a-a personal contact attempt with the CustomerMember of record on the day of termination of service.—The telephone call attempt(s) prior to the day of disconnection and telephone call attempt and/or personal contact attempt(s) the day of disconnection is in addition to the already existing notice requirements contained in the standards under Section 5.- If the CustomerMember is not contacted during the phone call prior to the day of disconnection or the telephone call or personal contact on the day of termination of service, the Cooperative employee shall leave a disconnect message on the CustomerMember's voicemail and/or door or other conspicuous location on the CustomerMember's premises on the day of disconnect.

- (b) On the day of disconnection, the Cooperative must receive a 24-hour forecast above the activating temperature from a recognized regional weather forecasting agency. If the temperature is then forecast to be below the activating temperature, the disconnection

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may not be carried out and the Cooperative must wait for another 24-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

(c) The Cooperative shall in the notification attempt(s), the five (5) day written notice, the personal contact(s) and the disconnect message on the CustomerMember's door or other conspicuous location, also inform the CustomerMember of the following:

- (i) the existence of the Cold Weather rule;
- (ii) that the CustomerMember can avoid disconnection by bringing the CustomerMember's electric bill current.
- (iii) -the existence of organizations where funds are available to pay electric bills;
- (iv) -all other pay arrangements for which the CustomerMember might qualify;

(4) Other Provisions:

- (a) The Cooperative reserves the right to install a meter with service limiting or remote disconnect functionality (Section 5 D and 5 E, respectively).
- (b) The Cold Weather Rule (Section 4 L) is not applicable to Prepay Service Accounts.

## **SECTION 5 - DISCONTINUANCE OF SERVICE**

### **A. COOPERATIVE'S REFUSAL OR DISCONTINUANCE OF SERVICE:**

- (1) Including but not limited to the following reasons, electric service may be refused or

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discontinued by the Cooperative:

- (a) when requested by the CustomerMember;
- (b) when the service is abandoned;
- (c) upon five (5) business days written notice, when the CustomerMember's electric service bill or other charges becomes delinquent, as provided in Section 4 J, whether the bill is based on CustomerMember's meter reading, Cooperative's meter reading, or Cooperative's estimate of consumption;
- (d) -immediately, without notice required, when an unsafe or dangerous condition exists on the CustomerMember's premises;
- (e) -upon five (5) business days' notice, when the CustomerMember fails to provide credit information, security deposit or guarantee as set forth in Section 3 A, or has a previous undisputed and unpaid separate account for electric service with the Cooperative;
- (f) -upon the quicker of five (5) business days' notice or 24 hours after a personal or phone contact is made with the CustomerMember of record, when CustomerMember is proved to have misrepresented his or her identity for the purpose of obtaining electric service;
- (g) upon twenty-four (24) -hours' notice, when CustomerMember refuses to grant Cooperative personnel access, during normal working hours, to equipment installed upon the premises of the CustomerMember for the purpose of inspection, meter reading, maintenance or replacement;
- (h) -immediately, without notice required, when the CustomerMember violates any rule of the Cooperative that adversely affects the safety of the CustomerMember or other persons, or the integrity of the Cooperative's delivery system; ~~or~~
- (i) immediately, without notice required, when the CustomerMember causes or permits unauthorized interference with or tampering with, as defined in Section 3 A (2)(c), Cooperative's service situated on or about the CustomerMember's premises. However, if the Cooperative has knowledge that persons other than the CustomerMember's family are residing at the premises, the Cooperative shall give such persons a two (2) business days' written or twenty-four (24) hours oral notice prior to discontinuance-;
- (j) upon twenty-four (24) hours' notice, when the CustomerMember fails to sign and return the Electric Service Agreement within ten (10) business days of electric service connection-;
- (k) upon twenty-four (24) hours' notice, when the Cooperative has been notified that the Member's payment is being returned by the financial institution due to insufficient funds, closed account, or any other reason beyond the Cooperative's control, that was received for payment on a service that was discontinued or terminated as delinquent;
- (l) upon twenty-four (24) hours' notice, when the Cooperative has been notified that the Member's payment is being returned by the financial institution due to insufficient funds, closed account, or any other reason beyond the Cooperative's control, that was received for payment of a deposit amount;
- (m) upon five (5) business days' notice, when an individual or Member has any other outstanding debt with the Cooperative;
- (n) in accordance with Section 4, I. Prepay Service.

(2) –None of the following reasons shall constitute sufficient cause for the Cooperative to

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threaten or discontinue electric service or threaten or refuse service:

(a) ~~the CustomerMember's~~ failure to pay for service received at a concurrent and separate metering point, residence or location if there exists a legitimate, good faith dispute as to the

validity of such bill. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these Rules and Regulations, the Cooperative may transfer any unpaid balance to any other Service Account provided, however, that in the event of the failure of the CustomerMember to pay a final bill at any metering point, residence, or location, the Cooperative may transfer such unpaid balance to any successive Service Account opened by the CustomerMember and may discontinue service at such successive metering point, residence, or location for nonpayment of such transferred account;

(b) ~~the CustomerMember's~~ failure to pay for a different class of service received at the same location if there exists a legitimate, good faith dispute as to the validity of such bill. ~~The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule;~~

(c) ~~the CustomerMember's~~ failure to pay a bill which is in dispute; provided, however, that the CustomerMember pays that portion of the bill not in dispute;

~~(d) an individual or a Customer has an outstanding debt with the Cooperative;~~

~~(ed)~~ because an individual who neither signed the Service Agreement on an account in arrears, nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception shall be when the individual requesting service in his or her name and the CustomerMember of record lived together when the debt was incurred and continue to live together at the same or a new residence.

(3) ~~In the event of discontinuance or termination of electric service at a separate metering point, residence, or location in accordance with these Rules and Regulations, the Cooperative may transfer any unpaid balance to any other electric Service Account~~ opened by the Member.

(4) ~~If, in the sole determination of the Cooperative that it is appropriate to install a pre-paid meter with load limiting and/or remote disconnect functionality for any reason, including bad credit, repeated disconnection, or repeated failure to pay unpaid balances by~~ CustomerMember, the Cooperative may do so. The Cooperative will provide 45-5 business days' notice to an established CustomerMember or may install an SLF/RDF meter at initial connection of a new CustomerMember.

#### B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES:

(1) If a Residential CustomerMember notifies the Cooperative in writing and establishes that:

(a) discontinuance would be especially dangerous to the health of the CustomerMember,

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resident member of the CustomerMember's family, or other permanent resident of the premises where service is rendered; and

(b) –such CustomerMember is unable to pay for such service in accordance with the requirements of the Cooperative's billing, or is able to pay for such service only in installments,

the Cooperative shall either allow the installation or activation of a prepaid meter with load limiting and/or remote disconnect capability, payment in reasonable installments, or postpone discontinuance of service for at least up to fifteen (15) days to enable the CustomerMember to make arrangements for reasonable installment payments.

(2) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather and the CustomerMember's or other resident's medical condition, age, or disability, of which the customerMember will provide verification.

(3) The CustomerMember may establish that discontinuance of service would be especially dangerous to the health of the CustomerMember, resident member of the CustomerMember's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a Board-Certified Physician verifying that fact and forwarding or presenting it to the Cooperative office-Headquarters prior to the date of disconnection.

(4) If a documented health condition is proven to exist where discontinuance would be especially dangerous to the health of the CustomerMember, resident member of the CustomerMember's family, or other permanent resident of the premises where service is rendered, the Cooperative may allow the installation or activation of a prepaid meter with load limiting and/or remote disconnect capability and may give up to fifteen (15) days to enable the CustomerMember to pay the total amount of the delinquent bill or make arrangements to otherwise manage their medical needs.

#### C. NOTICE REQUIREMENTS:

(1) When notice of discontinuance of service is required it shall be forwarded, separate from other utility bills, information, or advertising, to the account name and address listed on the account. Service of notice is complete when delivered personally or if delivered by mail is complete upon mailing. The Cooperative shall maintain the record of the date of any personal delivery or mailing and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected. Notice may be given by any other method as may be practical, such as hand- or electronic- delivery.

(2) –The Cooperative shall notify, or attempt to notify, via at least one telephone call (or other acceptable means of notification) attempt with the Member of record at least one (1) business day but not more than five (5) business days prior to the date of disconnection.  
~~notify, or attempt to notify, customers by phone one to two days before they are to be disconnected.~~

(3) –If the records of the Cooperative show that the Service Account which it proposes to discontinue serves more than one residential dwelling unit, the Cooperative shall also post a notice of discontinuance in a common area of the residential building served. Such

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notice shall be posted at least five (5) business days prior to the discontinuance date specified therein.

(4) The notices required by this Section shall contain the following information:

- (a) the name and address of the CustomerMember;
- (b) ~~a~~ clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection;
- (c) the date after which service can be discontinued unless the CustomerMember takes appropriate action;
- (d) terms under which the CustomerMember may avoid discontinuance;
- (e) ~~a~~ statement that discontinuance may be postponed or avoided if the CustomerMember can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Cooperative for ~~moneys-payment of bills~~ not in dispute;
- (f) a statement to apprise the CustomerMember of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. Language indicating that personnel empowered to review such disputes or circumstances will be available shall be included in the statement;
- (g) The address and telephone number of the Cooperative's Office:Headquarters.

#### D. SERVICE LIMITING FUNCTIONALITY:

(1) At the Cooperative's discretion, installation or activation of a meter with service limiting functionality (SLF) may be utilized as an alternative to immediately terminating electric service for non-payment in cases where a CustomerMember or member of the CustomerMember's household has an existing medical emergency condition or illness that requires electricity to power medical appliances at the service subject to disconnect. SLF extends a controlled level of service to delinquent Residential CustomerMembers that would otherwise have their service terminated. Although it limits the level of service available, it allows the CustomerMember to continue to live in the residence while restricting consumption. The SLF supplies a minimum of five (5) amperages of power and sufficient additional power to operate life-sustaining medical appliances but automatically interrupts service when the fixed level of use is exceeded. The Cooperative will determine the fixed level of use. The CustomerMember can restore service by pressing a reset button located on the meter.

(a) The Cooperative ~~will~~may consider installation or activation of a meter with service limiting functionality when a service would normally be disconnected in accordance with Cooperative Rules and Regulations (Section 5).

(b) The Cooperative will make at least one telephone call (or other acceptable means of notification) attempt ~~and one personal contact attempt~~ prior to installation or activation to inform the customerMember of the following:

- (i) ~~The~~ intent to limit service with the installation or activation of a meter with service limiting functionality;
- (ii) ~~The~~ option of paying the bill to avoid the installation or activation of a meter with SLF;

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(iii) -The fact that service may be totally disconnected at any time in accordance with Cooperative Rules and Regulations.

(c) -Should a meter with SLF be installed or activated, a notice including the following will be ~~delivered or conspicuously posted at the premises~~ sent via mail or other acceptable means of notification:

- (i) -~~CustomerMember~~'s name, account number, and service address;
- (ii) -An explanation of how to reset meter;
- (iii) -Total delinquent amount including applicable security deposit and applicable fees;
- (iv) -Telephone number and address of the Cooperative;
- (v) -Notice of the Cold Weather Rule and its application to meters with SLF.

(d) -The ~~CustomerMember~~ will be required to provide the Cooperative with a Board Certified Physician's written statement including:

- (i) -Name and address of the afflicted person(s) and relationship to ~~customerMember~~;
- (ii) -Nature and anticipated duration of medical emergency condition;
- (iii) -Appliances required and the amperage of such appliances.

#### E. REMOTE DISCONNECT FUNCTIONALITY:

(1) At the Cooperative's discretion, a meter with remote disconnect functionality (RDF) may be utilized as a means to limit or disconnect service pursuant to the following criteria:

~~(a)~~ The Cooperative ~~will~~ may consider installation or activation of a meter with RDF when a service would

(a) normally be disconnected in accordance with Cooperative Rules and Regulations (Section 5).

(b) The Cooperative will make at least one telephone call (or other acceptable means of notification) ~~attempt and one personal contact attempt~~ prior to installation or activation to inform the ~~customerMember~~ of the following:

- (i) The intent to limit service with the installation or activation of a meter with remote disconnect functionality;
- (ii) The option of paying the bill to avoid the installation or activation of the RDF;
- (iii) The fact that service may be totally disconnected at any time in accordance with Cooperative Rules and Regulations (Section 5).

(c) Service may be disconnected remotely from the office ~~when the customer's electric service would normally be disconnected.~~

(d) After the meter with RDF has been installed or activated, a notice including the following will be ~~delivered or conspicuously posted at the premises~~ sent via mail or other acceptable means of notification:

- (i) -~~CustomerMember~~'s name, account number, and service address;
- (ii) -Total amount due including applicable security deposit and applicable fees;
- (iii) -Telephone number and address of the Cooperative;
- (iv) -Notice of the Cold Weather Rule and its application to meters with RDF.

(e) If the ~~customerMember~~ receiving notice of installation or activation of a meter with RDF notifies the Cooperative that a medical emergency condition or illness exists that

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requires electricity to power medical appliances at the service subject to disconnect, the CustomerMember will be required to provide the Cooperative with a Board Certified Physician's written statement including:

- (i) ~~\_\_\_\_\_~~ Name and address of the afflicted person(s) and relationship to CustomerMember;
- (ii) -Nature and anticipated duration of medical emergency condition;
- (iii) -Appliances required and the amperage of such appliances.

(f) During the cold weather period, service may be disconnected remotely from the office following the provisions as set forth in Section 4 L. ~~COLD WEATHER RULE~~Cold Weather Rule.

#### F. DISCONNECT PROCEDURE:

(1) -Except for discontinuance pursuant to Section 4 I; Section 5 A(1)(a), (b), (d), (h), and (i); Section 5 D; and Section 5 E, the Cooperative shall not discontinue service unless the Cooperative employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection. The Cooperative may disconnect service remotely or in person.

(2) ~~The~~Disconnect Procedure for Service Locations Without Remote Disconnect Functionality Meters or as determined by the Cooperative as the procedure for Disconnection:

(a) Not less than one (1) business day but not more than five (5) business days prior to the discontinuance of service, the Cooperative will make at least one telephone call (or other acceptable means of notification) attempt with the Member to inform the Member of the impending discontinuance of service.

~~Cooperative employee who is to disconnect service shall adhere to the following procedure:~~

~~(a)~~ † The Cooperative employee who is to disconnect service at the premises shall adhere to the following procedures. Under safe conditions, immediately preceding the discontinuance of service, a reasonable effort shall be made to:

- (i) ~~Contact~~contact and identify himself or herself to the CustomerMember or responsible person then upon the premises and announce the purpose of his or her presence;
- (ii) -identify and record the name of the person contacted, if any;
- (iii) accept payment of all amounts tendered which are necessary to avert disconnection;
- (iv) -record statements disputing the accuracy of the delinquent bill, if any;
- (v) -record statements disputing the accuracy of the Cooperative's finding concerning the cause for discontinuance, if any; and
- (vi) -record statements concerning the medical condition of any permanent resident of the premises.

~~(b)~~ (b) -If contact with the CustomerMember is not made, the employee shall leave a notice upon the premises in a manner conspicuous to the CustomerMember disclosing the date and time of discontinuance and giving the address and telephone number of the Cooperative or where the CustomerMember may arrange to have service restored.

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(3) Disconnect Procedure for Service Locations With Remote Disconnect Functionality Meters:

(a) Not less than one (1) business day but not more than five (5) business days prior to the discontinuance of service, the Cooperative will make at least one telephone call (or other acceptable means of notification) attempt with the Member to inform the Member of the impending discontinuance of service.

(b) Immediately preceding the discontinuance of service, the Cooperative will make at least one telephone call (or other acceptable means of notification) attempt with the Member to:

(i) contact and identify himself or herself to the Member or responsible person then upon the premises and announce the purposes of his or her phone call (or other acceptable means of notification).

(ii) identify and record the name of the person contacted, if any;

(iii) accept payment of all amounts tendered which are necessary to avert disconnection;

(iv) record statements disputing the accuracy of the delinquent bill, if any;

(v) record statements disputing the accuracy of the Cooperative's finding concerning the cause for discontinuance, if any; and

(vi) record statements concerning the medical condition of any permanent resident of the premises.

(c) If contact with the Member is not made, the Cooperative, if possible, will leave a message on the Member's voicemail disclosing the date of discontinuance, and giving the address and telephone number of the Cooperative where the Member may arrange to have services restored.

(d) Efforts should be made by the Cooperative to avoid disconnect for nonpayment on Fridays or the day before the Headquarters will be closed. Broken payment arrangements by the Member may be an exception.

(e) A Prepay Service Account is subject to immediate disconnection in accordance with Section 4, I. Prepay Service.

G. RESTORATION OF SERVICE: Upon the ~~Customer~~Member's request, the Cooperative should restore service as promptly as practicable when the cause of discontinuance of service has been eliminated, all applicable restoration charges paid, and, if required, satisfactory credit arrangements have been made.

H. REVIEW OF DISPUTES:

(1) When a ~~Customer~~Member advises the Cooperative, prior to the date of the proposed discontinuance of service, that all or any part of the billing as rendered is in dispute or that the Cooperative's reasons for discontinuance are factually invalid, the Cooperative shall:

(a) immediately record the date, time, and place the complaint is made;

(b) ~~postpone~~ postpone discontinuance until a full investigation is completed and the dispute is

~~found~~ found to be invalid;

(c) investigate the dispute promptly and completely; ~~and~~

(d) attempt to resolve the dispute informally and in a manner mutually satisfactory to both

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parties.

(2) A ~~Customer~~Member may advise the Cooperative that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Cooperative.

(3) The Cooperative, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, on site visits, or any other technique reasonably conducive to settlement of the dispute.

(4) ~~In the event that a dispute is not resolved to the satisfaction of the Customer~~Member, after full investigation, and the Cooperative intends to proceed with discontinuance, the Cooperative will notify the ~~Customer~~Member of the date, place, and time at which a hearing will be conducted by the Cooperative for the purpose of determining whether or not service should be disconnected pursuant to these ~~rules—Rules~~ and regulationsRegulations. The ~~Customer~~Member shall also be notified of the ~~Customer~~Member's right to be represented by counsel, to call witnesses on the ~~Customer~~Member's behalf, to present evidence to the ~~presiding agenthearing officer~~ at such hearing and to make such arguments as the ~~Customer~~Member feels are appropriate for the purpose of determining whether or not service should be discontinued. The General Manager or designee, acting as the hearing officer, shall review the evidence as set forth by the Member. The hearing officer's decision will be announced at the meeting or mailed to the parties at a later date. Should the Member disagree with the hearing officer's ruling, the Member may request a meeting with the Board of Trustees. This meeting shall be in accordance with current Board Policies dealing with Member Attendance at Board Meetings. The Board of Trustees' decision will be announced at the meeting or mailed to the parties at a later date. The decision of the presiding officer or Board officer (i.e., President, Vice President, Secretary or Treasurer) at such hearing shall be announced at the hearing or mailed to the parties at a later date. Whether the decision is announced at the hearing or mailed to the parties at a later date, the decision of the hearing officer or Board ~~officer of Trustees~~ shall be reduced to writing and shall be made a part of the records of the Cooperative. Provided proper notice has been given in accordance with these Rules and Regulations and the facts of the case merit disconnection, the Cooperative may then discontinue the service, if it is appropriate under these ~~rules—Rules~~ and regulationsRegulations.

#### I. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES:

(1) If a collection attempt of an electric service bill is made at the ~~Customer's~~Member's premises, the Cooperative shall require an On-Site Collection Charge as filed in the Service Fees Rate Schedule.

~~(2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 5 A (1) the Cooperative shall require a Disconnection Charge as filed in the Service Fees Rate Schedule.~~

~~(3) Upon reconnection of electric service at the Member's premises, except when disconnected pursuant to Customer's request, the Cooperative shall require a Reconnection Charge as filed in the Service Fees Rate Schedule.~~

(3) If electric service is disconnected and the collection and reconnection of electric service did not require a trip to the Member's premises, the Cooperative shall require a Remote

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Collection and Reconnection Charge.

~~(4) In the event a Customer orders a disconnection and a reconnection of service at the same premises within a 12-month period, the Cooperative shall collect, as a Reconnection Charge, the seasonal reconnect fee.~~

(54) Any Collection, Disconnection, or Reconnection Charges and all other utility charges due shall be paid before service is restored. These charges are in addition to any deposit which may be required by the Cooperative before service is restored.

**SECTION 6 - CUSTOMERMEMBER'S SERVICE OBLIGATIONS**

- A. **CUSTOMERMEMBER TO FURNISH RIGHT-OF-WAY:** The CustomerMember will provide or procure for the Cooperative at ~~his-the Member's~~ expense such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Cooperative's facilities) as are satisfactory to the Cooperative, across property owned or otherwise controlled by the CustomerMember, for the construction, operation, and maintenance by the Cooperative of its facilities necessary or incidental to the supplying of such electric service.
- B. **ACCESS TO CUSTOMERMEMBER'S PREMISES:** The CustomerMember shall give the duly authorized agents and employees of the Cooperative full and free access to the premises of the CustomerMember for the purposes of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative's facilities on the premises of the CustomerMember, reading meters, or for any purpose incidental to the electric service supplied by the Cooperative.
- C. **CUSTOMERMEMBER'S INSTALLATION:**
- (1) Service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof for the reception, use, and control of electric energy by the CustomerMember shall be of the type approved by the Cooperative and shall meet the requirements of the National Electrical Code and comply with all state and local codes insofar as they apply.
- (2) ~~Any and all~~ wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Cooperative which are furnished, installed, and maintained by the CustomerMember shall be the sole responsibility of, the CustomerMember.
- (3) ~~The~~ CustomerMember agrees to maintain, repair and replace when necessary, all wires and appurtenances furnished by the CustomerMember for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and local codes insofar as they apply.
- D. **PROTECTION OF CUSTOMERMEMBER'S EQUIPMENT:**
- (1) The CustomerMember shall be responsible for determining whether the CustomerMember's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the class of service to be supplied by the

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Cooperative.

(2) The protection of the CustomerMember's equipment is the full responsibility of the CustomerMember. Any CustomerMember desiring protection against interruptions, phase failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service shall, at his-the Member's own expense, furnish on such CustomerMember's installation such protective equipment.

- E. DANGEROUS OR DISTURBING USES: The CustomerMember shall use the electric service supplied by the Cooperative with due regard to the effect of such use on the Cooperative's electric service to its other CustomerMembers and on the facilities and equipment of the Cooperative. The Cooperative may refuse to supply electric service or may suspend electric service to a CustomerMember, immediately, without notice under Section 5 A (1), if the CustomerMember's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb or adversely affect the safety of the CustomerMember or other persons, or the integrity of the Cooperative's delivery system.
- F. INSPECTIONS AND RECOMMENDATIONS: It is the responsibility of the Member to use the electric service supplied in a safe and appropriate manner in accordance with applicable codes or in the absence of applicable codes generally accepted standards. The responsibility of the CustomerMember regarding his use of the electric service supplied by the Cooperative is not set aside, and the Cooperative shall in no way be liable or responsible, on account of any inspections or recommendations by the Cooperative which are made as a courtesy to the CustomerMember or as a protection to the electric service supplied by the Cooperative to its other CustomerMembers. The Cooperative reserves the right, but assumes no duty, to inspect the CustomerMember's facilities and installation for suspected unsafe conditions.
- G. DEFECTIVE CUSTOMERMEMBER EQUIPMENT: Defective appliances or fixtures shall be disconnected at once and properly repaired before further use. Defective appliances or fixtures include those which have been found by tests to be causing interference to radio, television, and like electronic equipment used by others. If electric energy is found to be escaping from any wires or equipment in or about the CustomerMember's premises, CustomerMember shall open the service switch immediately to shut off the flow of electric energy and notify the Cooperative at once.
- H. -CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT: CustomerMember shall consult with the Cooperative before causing or permitting any construction that will affect any of the Cooperative's service facilities or equipment, including providing service to two different types of load that would normally be billed on differing rate schedules. If the Cooperative should find that such a situation exists, the Cooperative will eliminate, on a prospective basis, the situation by separating the service with individual metering. If the Cooperative agrees to provide service through one meter for two types of load, the Cooperative shall bill at the highest of the two rate classes. CustomerMember shall not, without written consent of the Cooperative, enclose any exposed portion of service facilities, use any of the poles, wires, structures, or other facilities of the Cooperative for

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fastening thereto, support, or any purpose whatsoever, nor shall CustomerMember locate anything in such proximity to the aforesaid facilities of the Cooperative as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition. The CustomerMember shall be required to reimburse the Cooperative for any costs due to a change in the location of meters, service lines, or other equipment made at the request of the CustomerMember, or necessitated by the CustomerMember's interference with the Cooperative's facilities. -The Cooperative reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Cooperative's equipment will be removed or relocated only by employees, agents or authorized representatives of the Cooperative. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5 A (1).

I. PROTECTION OF COOPERATIVE'S PROPERTY:

(1) -The CustomerMember, at all times, shall protect the property of the Cooperative on the premises of the CustomerMember and shall permit no person other than the employees and agents of the Cooperative and other persons authorized by law to inspect, work on, open or otherwise handle wires, meters, or other facilities of the Cooperative. Any infraction of this rule shall be considered sufficient cause for discontinuance of service immediately, without notice under Section 5 A (1).

(2) In case of loss or damage to the property of the Cooperative on account of carelessness, neglect, tampering, or misuse by the CustomerMember, any members of Member's family, quests, his agents, servants, or employees, the CustomerMember shall reimburse the Cooperative for the cost of any necessary repairs or replacements of such property, equipment and facilities or the value of such property, equipment, and facilities.

J. TAMPERING OR FRAUDULENT USE OF COOPERATIVE'S FACILITIES:

(1) -The Cooperative may discontinue service to a CustomerMember under Section 5 A (1) and remove its facilities from the CustomerMember's premises, in case evidence is found that any portion of the Cooperative's facilities have been tampered with in such manner that the CustomerMember may have received unmetered service or in the event of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered.

(2) - In such event, the Cooperative may require the CustomerMember to pay all bills, including a bill for such amount of electric service as the Cooperative may estimate, from available information, to have been used but not registered by the Cooperative's meter or otherwise fraudulently used, and to increase the amount of his-Member's cash security deposit or surety bond, or other credit arrangement, and pay all damages to Cooperative owned equipment, if any, before electric service is restored. In addition, before service is restored, the CustomerMember shall be required to bear all costs incurred by the Cooperative for such protective equipment as, in the judgment of the Cooperative, may be necessary and give satisfactory assurance that such tampering and fraudulent use of electric service will be discontinued.

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(3) The existence of tampered connections, meters or devices which operate to cause diversion or fraudulent use of electric service, shall be taken as prima facie evidence of diversion of electric service by the CustomerMember.

**K. INDEMNITY TO COOPERATIVE:**

(1)- The CustomerMember shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense, or loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the CustomerMember at or on the CustomerMember's side of the point of delivery.

(2)- The CustomerMember shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Cooperative's service lines or other necessary appurtenances to serve the CustomerMember, unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Cooperative.

**L. PARALLEL OPERATION:** -No CustomerMember shall operate or permit operation of electric generating equipment in parallel with electric service supplied by the Cooperative except as may be permitted under a special Electric Service Agreement. Any infraction of this rule shall be sufficient cause for discontinuance under Section 5 A (1).

**M. NET METERING:** All net metering installations shall be operated per Cooperative policy and applicable tariffs. Prior to being energized, all net metering installations must be inspected and approved by Cooperative personnel.

**N. EMERGENCY STAND-BY GENERATORS:** Members may be permitted to utilize emergency stand-by generating equipment when service is interrupted due to severe storms, or when prolonged outages result from construction or maintenance activities. When such equipment is in use, a double-throw switch of approved size and type shall be installed and maintained at the expense of the Member to totally isolate the facilities of the Member from those of the Cooperative.

**MO. -CHARGES FOR WORK COMPLETED ON CUSTOMERMEMBER'S PREMISES:** The Cooperative shall charge for all materials furnished and for all work done on CustomerMember's premises beyond the equipment owned and installed by the Cooperative, for trouble calls not occasioned by negligence on the part of the Cooperative, for repair of electric appliances, and any other work or service requested and authorized by CustomerMember. The charges shall be based upon the Cooperative's existing schedule for such work. The Cooperative will not charge for replacement or repair of equipment furnished and owned by the Cooperative on CustomerMember's premises except when repairs or replacement are caused by negligence or misuse by CustomerMember or CustomerMember's agents.

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**SECTION 7 - COOPERATIVE'S SERVICE OBLIGATIONS**

A. OVERHEAD SERVICE INSTALLATION:

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(1) Installation of Service Wires to Pole: The Cooperative will install overhead service wires from the distribution pole line to a pole located on or adjacent to the CustomerMember's property. The Cooperative will designate the point at which the pole will be located and overhead service wires will be brought to the poles for attachment to the CustomerMember's entrance wires. The pole and the meter equipment thereon shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the CustomerMember.

(2) Installation of Service Wires to Facility: Under exceptional conditions, the Cooperative may elect to install overhead service wires from the distribution pole lines to the CustomerMember's facility. The Cooperative will designate the point to which its service wires will be attached. Metering equipment attached to the facility shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances, by the Cooperative. All service wires and appurtenances thereto beyond this point shall be supplied and maintained by the CustomerMember.

**B. UNDERGROUND SERVICE INSTALLATION:**

(1) The Cooperative shall determine those areas where underground electric facilities shall be furnished.

(2) - A CustomerMember desiring existing overhead electric facilities to be replaced by underground facilities, shall pay for the total cost of the conversion and underground facilities less material salvage, if any.

(3) If CustomerMember desires underground electric facilities where the Cooperative has determined that overhead facilities should be used, the Cooperative will install underground service provided the CustomerMember bears the full cost of an amount equal to the estimated cost differential between the cost of underground service facilities and the cost of standard overhead facilities.

(4) -Any CustomerMember desiring underground service to a building shall furnish and install, at CustomerMember's own expense, the necessary conduit, master breaker, or main fuse disconnects, underground wires and appurtenances at the point of delivery located on or adjacent to the CustomerMember's premises, and all wires and appurtenances to be installed beyond this point of service.

(5) -Where underground service is installed, the pole and meter equipment thereon shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative.

**C. ENERGIZING BY COOPERATIVE ONLY:** Only authorized Cooperative employees shall be permitted to energize the Cooperative facilities. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5 A (1).

**D. DELIVERY OF ELECTRIC SERVICE:**

(1) - The obligation of the Cooperative to supply electric service shall be completed by the supplying of such electric service at the CustomerMember's point of delivery. The

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responsibility of the Cooperative for the quality of service and operation of its facilities ends at the point of delivery.

(2) The point of delivery at which electric energy is furnished to the CustomerMember will be the Cooperative's meter on CustomerMember's premises, unless otherwise defined by the CustomerMember's Electric Service Agreement.

(3)- The Cooperative will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of electric energy after it has passed the point of delivery, nor for defects in the CustomerMember's wiring, appliances, or equipment.

(4)- The Cooperative shall be required only to furnish, install, and maintain one connection from its distribution facilities, service conductors from such connection to the CustomerMember's point of delivery, and one meter installation to measure such electric service to the CustomerMember, for each class of service.

(5) The Cooperative shall not be obligated to supply electric service to a CustomerMember for a portion of the electrical requirements on the premises of the CustomerMember, except pursuant to a special Electric Service Agreements as required in Section 6 L and M.

E. PROPERTY OF THE COOPERATIVE: All facilities furnished and installed by the Cooperative on the premises of the CustomerMember for the supply of electric service to the CustomerMember shall be and remain the exclusive property of the Cooperative. All facilities on the premises of the CustomerMember which are or become the property of the Cooperative shall be operated and maintained by and at the expense of the Cooperative, may be replaced by the Cooperative at any time, and may be removed by the Cooperative upon termination of the CustomerMember's Electric Service Agreement or upon discontinuance by the Cooperative of electric service to the CustomerMember for any reason. If the CustomerMember makes a written, signed request that a facility scheduled for retirement remain in place, the CustomerMember will be subject to the Idle Service Charge tariff. The request is to be reviewed by the Cooperative and renewed by the CustomerMember on an annual basis.

F. CONTINUITY OF SERVICE: The Cooperative will use reasonable diligence to supply continuous electric service, but does not guarantee the supply of electric service against irregularities or interruptions. In no event shall the Cooperative be liable for damages from irregularities or interruptions of service, caused by, but not limited to failure of facilities, failure of electric power suppliers to supply electricity, breakdowns or injury to equipment, extraordinary repairs, an act of God, act of nature, public enemy, accidents, labor disturbance, strikes or their equivalent, sabotage, legal process, federal, state, or municipal interferences and restraint by public authority, any emergency, or any cause beyond the Cooperative's control.

G. CURTAILMENT, INTERRUPTION, OR SUSPENSION OF SERVICE: The Cooperative shall have the right to curtail (including voltage reduction), interrupt, or suspend electric service to the CustomerMember as may be necessary for the inspection, maintenance, alteration, change, replacement or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the part of the interconnected electric systems of which the Cooperative's system is a part or as directed by any federal, state, or municipal

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authority.

**H. RESTORATION OF SERVICE:**

(1) In all cases of curtailment, irregularity, interruption, or suspension of service, the Cooperative will make every reasonable effort to restore service without unnecessary delay. Labor disturbances affecting the Cooperative or involving employees of the Cooperative may be resolved by the Cooperative at its sole discretion.

(2) The Cooperative shall not be considered in default of the Electric Service Agreement with the ~~Customer~~Member, and shall not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, or suspension of electric service. The ~~Customer~~Member shall not be relieved from charges provided for in the Electric Service Agreement and Rate Schedules because of curtailment, irregularity, interruption, or suspension of electric service.

- I. **LIABILITY OF COOPERATIVE:** The Cooperative shall not be considered in default of the Electric Service Agreement and shall not otherwise be liable on account of any failure by the Cooperative to perform any obligation if prevented from fulfilling such obligation by reason of any delivery delay, breakdown or failure of or damage to facilities, an electric disturbance originating on or transmitted through electrical systems with which the Cooperative's system is interconnected, act of God, act of nature, or public enemy, strike, or other labor disturbance involving the Cooperative or the ~~Customer~~Member, civil, military, or governmental authority, or any cause beyond the control of the Cooperative.

**SECTION 8 - LINE EXTENSION POLICY**

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A. APPLICABILITY: This policy applies to facility improvements and additions required to serve new electric loads at new locations or additional electric loads at existing locations. As used in Section 8, the term "line extension" shall include all facility additions and modifications required to serve specific load additions including but not limited to lines of increased length or load carrying capacity, substation enlargements, transformers, breakers, switches, other ancillary equipment, and Member-site facilities. This policy also applies to the provision of enhanced metering or other non-standard improvements made at the Member's request.

**B. SINGLE PHASE RESIDENTIAL LINE AND SERVICE:**

(1) The Cooperative will provide an allowance equal to the Cooperative's standard costs to build two maximum overhead primary spans of wire, two poles, and related materials, the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single phase line per Customer under its established Rate Schedules. In the event the line extension exceeds the Cooperative's allowance, one-quarter (1/4) mile per Customer, a cash contribution for the difference in an amount equal to the estimated cost of the line extension between the first one-eighth (1/8) mile and the last one-eighth (1/8) mile, to be determined by the Cooperative, may will be required from the Member prior to the start of construction.

(2) If a Member requests to build a line extension prior to building a residential dwelling, the Member must pay a cash contribution in an amount equal to the estimated cost of the single-phase line extension prior to the start of construction. If the Member builds and occupies the residential dwelling within eighteen (18) months of completed construction, the Member may be refunded an amount up to the allowance provided by the Cooperative. A refund will be approved upon inspection to include permanent electric service installed and connected to metered supply.

(3) The Cooperative defines a residential dwelling as any building, structure, or manufactured home that is intended for full time human habitation. Furthermore, a residential dwelling is required to be permanently attached to a fixed foundation and have an established source of water and sewer system. Any building, structure or manufactured home used for vacation or seasonal purposes shall be considered non-residential for purposes of this Line Extension Policy.

(4) The Cooperative defines a residential dwelling to be occupied when the Member is living in the residential dwelling and the Member receives electric service at the Cooperative calculated system average usage for a residential service.

**C. SINGLE PHASE NON-RESIDENTIAL LINE AND SERVICE:** Single phase non-residential Members are not entitled to a specific cost allowance. A cash contribution in an amount equal to the estimated cost of the single-phase line extension, to be determined by the Cooperative, will be required from the Member prior to the start of construction. If the cash contribution exceeds the actual cost of the single-phase line extension, the Cooperative will provide a refund of the difference.

**BD. MULTIPHASE LINE AND SERVICE:** Whenever the Cooperative extends a multiphase

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line or converts an existing line to furnish multiphase service to any CustomerMember in its territory under its filed Rate Schedules, a cash contribution in an amount equal to the estimated cost of the multi-phase line extension, to be determined by the Cooperative, ~~may~~ will be required from the Member prior to the start of construction. If the cash contribution exceeds the actual cost of the multi-phase line extension, the Cooperative will provide a refund of the difference.

GE. CONTRACT TERM: As evidence that the CustomerMember accepts service under the terms of this extension policy, the CustomerMember will be required to sign an Electric Service Agreement for a Contract Term of one to five years and pay the cash contribution ~~at a discounted value before construction begins or agree to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of one to five years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.~~ If, during the initial Contract Term, an additional CustomerMember requests service ~~(between the first one-eighth (1/8) mile and the last one-eighth (1/8) mile for single phase or~~ between the initial starting point and ending point of line extension for single or multi-phase), the additional CustomerMember will pay a pro-rated amount based on the initial Electric Service Agreement amount divided by the remaining months plus any additional amount necessary to reach the additional CustomerMember service location. ~~—~~The pro-rated amount that falls ~~between the first one-eighth (1/8) mile and the last one-eighth (1/8) mile for single phase or~~ between the initial starting point and ending point of line extension for either a single or multi-phase shall be adjusted or refunded to the CustomerMember(s) who initially agreed to the line extension Electric Service Agreement. ~~—~~Should any CustomerMember (single-phase or multi-phase) continue on from the end of the initial line extension, then a new line extension Electric Service Agreement amount, based on the appropriate line extension procedure, will be applied and no pro-rated amount shall be calculated for the existing line in place.

DE. SPECIAL CONTRACTS FOR SERVICE:

- (1) Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that, in the sole judgment of the Cooperative, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above stated monthly CustomerMember Charge to warrant the investment, the Cooperative may require any one or more of the following of the CustomerMember before construction of equipment or facilities to supply service:
  - (a) an adequate monthly CustomerMember Charge calculated upon reasonable consideration;
  - (b) a cash contribution in advance; and/or
  - (c) an acceptable guarantee or bond.
- (2) ~~—~~In such cases, the CustomerMember shall enter into a written contract with the Cooperative as to character, amount, and duration of the business offered. No interest shall accrue or be payable on any cash contribution required by the Cooperative.

EG. CONTRIBUTION BY DEVELOPER: In the event a developer or owner of a housing

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or building development requests that the Cooperative construct a distribution system therein in advance of the completion of a substantial number of the houses or buildings, the Cooperative may require a cash contribution from the developer or owner in sufficient amount to cover the cost of Cooperative's distribution system.

**FH. CONTRIBUTION BY GROUP:** In the event, in any of the foregoing instances of line extension, the contribution is made by a Group of ~~Customer~~Members (Group), the Group will be required to inform the Cooperative as to the payment provisions they have set amongst themselves. From that information, a Group Agreement will be drafted by the Cooperative to be signed by each member of the Group.

## **SECTION 9 - METERING**

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- A. METERING OF SERVICE: Cooperative will furnish and install at its expense, unless specified otherwise by approved rate tariffs, all metering installations in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances. Any requests for deviation from the standard meter base will be evaluated on an individual basis and additional charges may apply. The Cooperative may install a remote disconnect device at any metering location.
- B. SEPARATE METERING: Where Cooperative's Rate Schedules provide for separate metering of different classes of service, CustomerMember's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to the CustomerMember unless specifically allowed by the current National Electric Code.
- C. MULTI-METERING INSTALLATIONS: The Cooperative will not allow the practice of providing electric service to more than one CustomerMember in a Multiple Residential Complex through a single metering point. Separate applications for electric service will be made and separate meters installed for each dwelling unit within a Multiple Residential Complex. The meters will be connected to one set of service wires, providing the service wires are of sufficient size to furnish an ample supply to all CustomerMembers. CustomerMember's wiring shall be so arranged as to permit the installation of Cooperative's meters immediately adjacent to each other.
- D. CHANGES IN METER INSTALLATIONS:
- (1) Cooperative will, at its expense, make all changes in Cooperative's installed meter loops, meter receptacles, meters, and related appurtenances on CustomerMember's premises that are required to meet the CustomerMember's increased demand for electric service.
  - (2) Changes requested by the Cooperative that involve the replacement or relocation of the Cooperative's service wires, metering equipment, poles, etc., and in the CustomerMember's entrance wires, entrance switches, etc., shall be provided at the Cooperative's expense.
  - (3) Changes requested by the CustomerMember that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the CustomerMember's expense.
- E. METER SEALS: Seals will be placed on all meters or meter enclosures by the Cooperative and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Cooperative. Only qualified individuals authorized by the Cooperative are permitted to break meter seals.
- F. METER ACCURACY AND TESTING:
- (1) ~~The accuracy and testing of Cooperative's meters shall be in accordance with these Rules and Regulations.~~
  - (2) ~~Whenever any test by the Cooperative of Cooperative of~~ a watt-hour meter, while in

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service or on its removal from service, shall show such meter to have an average error of more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of electric service bill shall be observed:

(a) -The error found shall be considered for the purpose of these rules to have existed for not more than eighteen months preceding the test or for the time the meter has been in service at the location if less than eighteen months, or from the actual time the meter became damaged if such time can be positively determined and is less than eighteen months prior to the time of the test.

(b) -If the meter is found to be faster than allowable, the Cooperative shall refund to the CustomerMember concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined in paragraph (a) above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.

(c) If the meter is found to under-register, the Cooperative may render a bill to the CustomerMember concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to one dollar (\$1.00) or more, and all such bills shall be conditional upon the Cooperative's not being at fault for allowing the inaccurate meter to remain in service. The Cooperative shall in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity with this Section.

G. DEMAND METERS: Whenever any tests by the Cooperative of a demand meter while in service or on its removal from service, shows such meter to be more than two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt-hour meters shall be observed insofar as they are applicable. If the demand meter depends upon actuations from the watt-hour meter or its readings, the average error of the demand meter shall be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.

GH. CUSTOMERMEMBER-REQUESTED METER TESTS:— In— the— event —a CustomerMember -requests -the Cooperative to test a meter, the CustomerMember shall deposit with the Cooperative a Meter Test Fee as filed in the Service Fees Rate Schedule. If the meter is found to be within the accuracy limits established, as referred to in paragraph F (1) of this Section, the entire Meter Test Fee will be retained in order to help defray the Cooperative's expense in testing the meter. In all other cases, the Meter Test Fee shall be refunded to the CustomerMember.

## **SECTION 10 - GENERAL CLAUSES**

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- A. AUTHORITY AND WAIVER: The requirements contained in these Rules and Regulations may be waived in individual cases by the Board of Trustees of the Cooperative upon written request by the CustomerMember and a showing that compliance with the requirements would serve the interest of neither the Cooperative nor the CustomerMember. No representative, agent, or employee of the Cooperative shall otherwise have the authority to amend, modify, alter, or waive any of Cooperative's Rules and Regulations, or bind the Cooperative by promises or representations.
- B. -LEGAL NOTICES BETWEEN CUSTOMERMEMBER AND COOPERATIVE: All notices addressed to the Cooperative shall be in writing and delivered to the Cooperative either personally or by mail, or by any other method, electronically or otherwise, that the Board deems appropriate. No telephone communication shall be considered as proper notice unless otherwise specifically provided for in these Rules and Regulations. If oral orders are taken in person or over a telephone by an agent of the Cooperative, it is done for the convenience of the CustomerMember and at the CustomerMember's risk. The Cooperative is not responsible for error, delay, or expense resulting from such procedure, but the Cooperative shall exercise reasonable diligence in carrying out telephone communications from the customerMember.
- C. WAIVER: Waiver by the Cooperative with respect to any default by a CustomerMember in complying with the provisions of the Electric Service Agreement and these Rules and Regulations shall not be deemed to be a waiver with respect to any other or subsequent default by such CustomerMember.
- D. -REQUEST FOR INVESTIGATION: —If the CustomerMember feels that service is not adequate and sufficient, the Cooperative should first be advised as soon as possible in writing, of the nature of the complaint so that the proper investigation may be conducted. ~~An investigation of the complaint will be made by the Board of Trustees or its authorized representative. The Board will then schedule a hearing at which the Customer may appear either in person or through counsel to explain the nature of the Customer's complaint to the Board of Trustees. The Board of Trustees will then consider what, if any, action should be taken on the Customer's complaint.~~ The complaint will be escalated as follows:
- (1) The General Manager will direct the appropriate Manager(s) to investigate the complaint and respond. The Manager(s) will respond to the complaint and brief the General Manager on the findings of the investigation as well as the response that was provided to the Member.
  - (2) If the Member determines the response is not adequate, the Member may escalate the complaint further by requesting a meeting with the General Manager to discuss the complaint in additional detail.
  - (1)(3) After meeting with the General Manager and determining that the General Manager's response is not adequate, the Member may escalate the complaint to the highest level by requesting a meeting with the Board of Trustees. An investigation of

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the complaint will be made by the Board of Trustees or its authorized representative. The Board of Trustees will then schedule a hearing at which the Member may appear either in person or through counsel to explain the nature of the Member's complaint to the Board of Trustees. The Board of Trustees will then consider what, if any, action should be taken on the Member's complaint.

### **SECTION 11 – Miscellaneous**

~~A. EMERGENCY STANDBY GENERATORS: Customers may be permitted to utilize emergency standby generating equipment. A double throw switch, of an approved size and type, shall be installed, and maintained, and used at the expense of the Customer to isolate the facilities of the Customer from those of the Cooperative when such equipment is in use.~~

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## SERVICE FEES RATE SCHEDULE

The following schedule of fees and charges shall be collected by the Cooperative in accordance with the provisions of the Rules and Regulations. These fees may be adjusted on an annual basis through approval by the Board of Trustees. ÷

1.	<del>4.</del>	New Temporary Service Minimum Fee _____	\$1,000.00
		0	
	<del>2.</del>	Returned <del>Check</del> <u>Payment</u> Charge _____	30.00
	<del>2.3.</del>	_____	Remot
		<u>e</u> Collection / Disconnection Charge _____	30.00
	<del>3.4.</del>	_____	<del>3.</del> On
		<u>Site</u> Collection / <u>Disconnection</u> Charge _____	35150.
		00	
	<del>4.</del>	Disconnection Charge _____	35.00
	<del>5.</del>	Remote Reconnection Charge _____	30.00
	<del>4.6.</del>	_____	<del>5.</del> On
		<u>Site</u> Reconnection Charge (Business Hours) _____	75150.
		00	
	<del>5.7.</del>	_____	<del>6.</del> On
		<u>Site</u> Reconnection Charge (After Hours) _____	-
		125300.00	
	<del>6.8.</del>	_____	<del>7.</del>
		Reconnection Charge (Seasonal) _____	-
		100300.00	
	<del>7.9.</del>	_____	<del>8.</del>
		Meter Test Fee _____	25100.
		00	
	<del>9.</del>	Energy Conservation Audit Fee _____	30.00
	<del>8-10.</del>	_____	<del>10.</del>
		Name Change Fee _____	-

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~~4015~~.00

~~9.11.~~ \_\_\_\_\_ ~~11.~~ Late Payment Penalty ~~5~~% of  
current electrical service charges

~~40.12.~~ \_\_\_\_\_ ~~12.~~  
Prepay Activation Fee ~~20~~.00

Note: All charges subject to applicable sales tax.

Date Revised

Secretary Signature

October 18, 2004

August 15, 2016

\_\_\_\_\_

March 19, 2019

\_\_\_\_\_

December 16, 2024

\_\_\_\_\_

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Date: January 11, 1999