

# Rules and Regulations for Electric Service Members

WHEATLAND ELECTRIC COOPERATIVE, INC.

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These Rules and Regulations are part of the Electric Service Agreement between the Cooperative and the Cooperative's electric service Member. Promulgated in compliance with Chapter 66 of the Kansas Statutes Annotated and lawful orders of the State Corporation Commission they have the force and effect of law. They are subject to change from time to time, and become effective and binding as a matter of law without further notice. There is intended to be no inconsistency between these Rules and Regulations and more specific provisions in the Rate Schedules or Electric Service Agreements, which shall prevail. Copies of these Rules and Regulations may be reviewed or obtained by any Member at the Cooperative's principal place of business.

## 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 therein, will have the specific meanings given below:

COMMERCIAL MEMBER: A Member applying for or using electric service at a place of business.

COMMISSION: The State Corporation Commission of the State of Kansas, 1500 SW Arrowhead, Topeka, Kansas 66604-4027, or any successor of such Commission having jurisdiction of the subject matter hereof.

COOPERATIVE: The Wheatland Electric Cooperative, Inc., PO Box 230, 101 Main Street, Scott City, Kansas 67871, Phone 620-872-5885, which furnishes electric service under these Rules and Regulations.

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

ELECTRIC SERVICE AGREEMENT or ELECTRIC SERVICE AGREEMENT AND MEMBERSHIP FORM: The application, agreement, or / and contract, pursuant to which the Cooperative supplies electricity to the Member.

MULTIPLE RESIDENTIAL COMPLEX: Includes newly constructed mobile home courts and apartment buildings, as well as, renovated mobile home courts and apartment buildings where renovation costs exceed fifty percent (50%) or more of the value of the building or structure. The term does not include: (a) operations catering predominately to transients such as hotels, motels, hospitals, rooming or boarding houses, recreational travel trailer parks, dormitories, rest homes, orphanages, and eleemosynary institutions or; (b) buildings and structures used essentially for general office, commercial, or industrial purposes.

NON-RESIDENTIAL MEMBER: Includes all Members who are not applying for or using electric service at a home or farm service location occupied as a place of residence.

RATE SCHEDULES: A comprehensive list of tariffs approved by the Cooperative Board of Trustees.

RESIDENTIAL MEMBER: A Member applying for or using electric service at a home or farm service location occupied as a place of residence.

RURAL: All areas not included in the Urban area for which the Cooperative may have Rural Rate Area Maps.

URBAN: The area within the incorporated boundaries of communities for which the Cooperative may have Urban Rate Area Maps.

## SECTION 2 - APPLICATION FOR SERVICE AND AGREEMENTS

### A. APPLICATION BY MEMBER

Application for electric service must be made in writing either in person, letter correspondence or through digital communication by Member to Cooperative on the Cooperative's standard Electric Service Agreement and Membership Form. The Electric Service Agreement and Membership Form becomes a 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 will be supplied to the Member under provisions of the Member's Electric Service Agreement, the Cooperative's applicable Rate Schedules, these Rules and Regulations, the Commission's applicable General Orders, and any special Contract or Agreement with the Member. The taking of electric service by a Member constitutes acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules, Rules and Regulations, or General Orders of the Commission, shall act as a modification of the Electric Service Agreement then in existence without further notice.
2. The Member will 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 will be supplied.
3. Electric service will not be established to any Member applicant who has an outstanding balance due the Cooperative from any previous account with the Cooperative until the past due balance and all associated fees are paid in full, or who has a former member with an unpaid outstanding balance owing to the Cooperative residing at the service address with the Member, or spouse residing at that service address who has an outstanding balance due the Cooperative from any previous account with the Cooperative, until the past due balance and all associated fees are paid in full. The Cooperative's Board of Trustees will establish a policy to determine if a former member or spouse of the applicant Member is residing at the requested service address.

## C. RATES

Rates for electric service will be those of the Cooperative on file at the Cooperative's principal place of business, subject to change as provided by law. Copies of the Rate Schedules currently in effect may be reviewed by any Member at the Cooperative's principal place of business or the Cooperative's website.

## D. TERM OF CONTRACT

Unless otherwise specified, Electric Service Agreements will be effective for an initial period of one (1) month commencing on the date that service is made available to the Member. When justified by the particular service requirements, the Cooperative may require a contract period in excess of one (1) month commensurate with the Member's electric service requirements and the necessary service facilities and equipment (See Section 8). Service will be continued after expiration of the initial contractual period until canceled by the Member upon proper notice to the Cooperative or upon Cooperative discontinuance of service due to Member breach of the Electric Service Agreement or these Rules and Regulations. If a member connects and disconnects prior to 30 days of service an additional disconnect fee will be added to the final bill.

## E. TEMPORARY SERVICE

1. Temporary service will 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 follows:
  - a. An amount equal to estimated labor, overhead, margin and expendable material charges for both installation and removal of the temporary service; plus
  - b. a security deposit or deposits, if required in accordance with these Rules and Regulations.
2. Refund to Member: Upon removal of temporary service, all charges in excess of the actual cost to install, provide and remove temporary service will be refunded to the Member after his or her bills for electric service have been paid.

## F. CHANGE IN OCCUPANCY

When a change in occupancy is to take place on any premises supplied with electric service by the Cooperative, the outgoing Member must give notice, either in person, letter correspondence or through digital communication to the Cooperative not less than seven (7) days prior to the date of change. The Member must provide the Cooperative identifying information sufficient to the Cooperative. The outgoing Member will be held responsible for payments of all electric energy recorded by the meter until the requested time of termination. If no such notice is given, the outgoing Member will be held responsible for electric energy recorded during the time in which the account continues to be in the Member's name as shown by the records of the Cooperative. The Member will not by such notice be relieved of any obligations already accrued under the Electric Service Agreement.

If a change of occupancy is from one current resident who is delinquent on their account with the Cooperative, to another current resident, the Cooperative will require the new resident to

provide proof of ownership or lease agreement prior to changing the registered Member name. A landlord/tenant agreement will be required for any rented property to transfer property into a tenant's name. A member may not connect another property into their name until all delinquent, outstanding or final bill are paid on their disconnecting account. If the final bill is not yet available, the final balance may be transferred to the active account upon issuance.

#### G. RE-SELLING OR REDISTRIBUTING OF SERVICE

The electric service provided is for the sole use of the Member and the Member must not sell, share, or re-deliver electric service to any person, partnership, association, firm, public or private corporation, or governmental agency, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5 A.

### SECTION 3 - CREDIT AND SECURITY DEPOSIT REGULATIONS

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

1. Credit Information: The Member will be required to provide reasonable credit information to the Cooperative before service is made available. Residential Members may provide either; (a) a bona fide letter of credit from an electric utility within the last twelve (12) months which demonstrates an on time payment history, or (b) submit to credit screening through one or more credit screening services. Non-Residential Members may provide financial documents sufficient to the Cooperative that demonstrates reasonable creditworthiness.
2. The credit information will be requested and provided on a Membership Application and Service Contract form.
3. The Cooperative will require positive current, non-expired identification (government issued photo identification with name) from Members.
4. 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 Member has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based;
  - b. the Member has outstanding with any other utility, an undisputed and unpaid service account which accrued within the last seven (7) years; or
  - c. the Member has obtained electric service by tampering with the electric equipment of any utility within the last seven (7) years. Tampering is defined as:
    - i. making a connection of any wire, conduit, or device, to any service, distribution, or transmission line owned by 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.
5. 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 Member has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based;
  - b. the Member has outstanding with the Cooperative or any other utility, an undisputed and unpaid service account which accrued within the last seven (7) years;
  - c. the Member has obtained electric service by tampering as defined in Section 3 A (4) (c), from any utility within the last seven (7) years;
  - d. the Member fails to pay an undisputed bill before the delinquency date for three (3) billing periods in a twelve (12) month period; or
  - e. the Member submits two (2) insufficient funds checks for payment in a twelve (12) month period.
  - f. If service has been disconnected for non-pay an additional deposit will be added for poor credit to the required amount of \$400 or two (2) times the highest last twelve (12) months bill at this service location, or minimum of \$400 whichever is largest.
6. No deposit will be required because of a Member's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographic area of residence.
7. Guaranty or Surety Bond: In lieu of requiring a security deposit for Residential Members, the Cooperative may accept a surety bond or the written guarantee from any current Member in good standing with the Cooperative (Guarantor) as surety for a Member's Electric Service Agreement. The Cooperative will require the Guarantor to sign an agreement allowing the Cooperative to transfer the Member's debt to the Guarantor's account.

In the event the Member's debt is transferred to the Guarantor's account, the Guarantor can be disconnected for nonpayment under conditions set out in Section 5 or Section 4 Q. The Cooperative will not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit. The guarantor of a Residential Member will 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 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 Residential Member to make a cash deposit or obtain a surety bond or another written guarantee until electric service is terminated.

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

1. Residential Members
- a. For Residential Members who provide a bona fide utility letter of credit demonstrating on time payment history, no security deposit will be required. In lieu of a bona fide utility letter of credit, Residential Members may have their credit assessed via the ONLINE Utility Exchange, the amount of the required deposit will be either \$0, \$250, or \$400 or two (2) times the highest last twelve (12) months bill at this service location, or minimum of \$400 whichever is largest according to the credit assessment report generated.
  - b. For a Residential Member who does not have a utility letter of credit or a Guarantor and refuses to have their credit assessed via the ONLINE Utility Exchange, the required deposit will be \$400 or two (2) times the highest last twelve (12) months bill at this service location, or minimum of \$400 whichever is largest.

- c. If the Residential Member has been documented to have obtained electric service by tampering as defined in Section 3 A (4) (c) within the last seven (7) years, an additional minimum deposit of \$400 or two (2) times the highest last twelve (12) months bill at this service location, or minimum of \$400 whichever is largest will be required.
  - d. The Cooperative may permit payment of any required Residential Member deposit in installments. The Residential Member must agree to an installment plan in writing prior to initiating electric service. The first installment will be 50% of the total required deposit and must be paid prior to initiating electric service. The remaining deposit balance will be due with the first month's usage billing.
2. Non-Residential Members
    - a. For Non-Residential Members whose monthly kW demand is expected to be less than 50 kW, the cash deposit or surety bond will be \$400.
    - b. For Non-Residential Members whose monthly kW demand is expected to be greater than 50 kW, the cash deposit or surety bond will be an amount equal to that Member's projected largest two (2) months' bills; or minimum \$500.
    - c. The security deposit of Members other than Residential Members is payable in full at the time of application or upon notice as provided in Section 3 A.
  3. For the purposes of establishing security deposits and projecting monthly bills, the Cooperative will consider the length of time the Member can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar Members. The amount of the cash security deposit or surety bond may be adjusted if the character or volume of the Member's service should change.
  4. Security deposits are non-transferable from one Member to another; however, upon termination of the Member's service at the service address, the Cooperative may transfer the security deposit to the Member's new active account. The Cooperative may also transfer a deposit from an inactive account to an active account under the same member, if credit is unsatisfactory, in the amount of the required deposit on each account. Disconnection for non-payment of a security deposit will be governed by Section 5 A (1) of these Rules and Regulations.

## C. SECURITY DEPOSIT RECEIPTS

1. The Cooperative will maintain a record of all security deposits received from Members showing the name of each Member, 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 will be issued to the Member containing the following minimum information:
  - a. Name of Member;
  - b. Place of deposit;
  - c. Date of deposit;
  - d. Amount of deposit;
  - e. Cooperative name and address, signature and title of the Cooperative employee receiving the deposit; and
  - f. Statement of the terms and conditions governing the use, retention and return of deposits.

- g. Deposits taken from Residential Members will either be credited with simple interest to their utility bills, or if requested, refunded, after the Member has paid eleven (11) of the last twelve (12) bills on time and no undisputed bill was unpaid after 30 days beyond due date.
- h. Deposits under \$500 taken from Non-residential Members will be returned after 36 months of on-time payment. Nonresidential Member deposits of \$500 or more may be retained until termination of service.
- i. In lieu of a receipt, the Cooperative may indicate on the Member billing the amount of any security deposit retained by the Cooperative.

#### D. REFUND OF SECURITY DEPOSIT

- 1. Upon termination of service, if the security deposit is not to be transferred, the Member's deposit will be refunded, less any unpaid bills, including simple interest; provided that the Member has paid all bills due the Cooperative; has allowed the Cooperative to remove its meters and equipment in an undamaged condition; and surrendered the security deposit receipt. In the case the Member has lost the security deposit receipt, the Cooperative may require the Member to sign a release form acknowledging the return of the security deposit with interest thereon. The Cooperative will require the identification of the person to whom the security deposit is returned.
- 2. A deposit will not be returned until all undisputed bills and fees are paid.

#### E. SECURITY DEPOSIT NOT A WAIVER

The fact that a security deposit, surety bond, or guarantee has been made will in no way relieve the Member from complying with the Cooperative's Rules and Regulations pertaining to payment of bills, nor will 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.

### SECTION 4 - BILL PAYMENT

#### A. PAYMENT OF BILLS

All bills for electric service are due and payable on or before the due date identified on the bill. Normally, bills will be sent by mail; however, the non-receipt of a bill by a Member, or the Members election to receive bills electronically will not release or diminish the obligation of the Member with respect to the full payment thereof, including penalties and interest.

#### B. GENERAL PAYMENT PROVISIONS

- 1. **Authorized Pay Agents:** The Cooperative may contract with third-party business partners and authorize them to accept payments directly from Members on the Cooperative's behalf (Authorized Pay Agent). The Cooperative will require Authorized Pay Agents to operate in

compliance with the Cooperative's Rules and Regulations. The payment method may be electronic, telephonic and/or in person. Payments received by an Authorized Pay Agent will be considered made as if received on the same date at the Cooperative's business office. The Authorized Pay Agent will provide a receipt to the Member making payment. Delinquent bills subject to disconnection should not be paid to Authorized Pay Agents because notification of such payments to the Cooperative does not occur automatically. While member accounts will be credited as if payment has been received by the Cooperative on the date the Authorized Pay Agent receives payment, such payment may not stop a scheduled disconnection for nonpayment from taking place. To avoid a pending disconnection, it will be the Member's responsibility to provide the receipt to the Cooperative.

2. Unauthorized Pay Agents: "Unauthorized Pay Agents" have no contractual or other requirement to operate under the Cooperative's Rules and Regulations. They may include but are not limited to banks and other financial institutions, retail stores with drop boxes and/or third-party businesses or individuals. The Cooperative's acceptance of payment from an Unauthorized Pay Agent on behalf of a Member will not be construed as acceptance of such agent's assurance to the Member as to timeliness or accuracy.
3. Internet Information: The Cooperative has an Internet web site for bill information which provides:
  - a. A complete list of all Authorized Pay Agents and the amount of any transaction fees payable by Members.
  - b. An up-to-date list of Authorized Pay Agent locations.
  - c. Links to Authorized Pay Agents that provide credit / debit card services.

#### C. METHODS OF PAYMENT

1. Payment by Mail: Members paying by mail should place a check or money order in a clearly addressed envelope and post such payment to cause it to arrive at the Cooperative's business office on or before delinquency date.
2. Electronic Checks: Member may request the Cooperative or an Authorized Pay Agent to issue a draft on the Member's account in a U.S. financial institution for payment of Member's bill.
3. Authorized Pay Agent stations: The Cooperative may contract with an Authorized Pay Agent to establish and maintain an authorized network of third-party businesses and other appropriate locations where Members can make payments in person using a check, money order or cash.
4. Automatic Bill Payment Plan: The Cooperative may establish a program that will, upon a Member's request, systematically withdraw the Member's billed payments from his or her account at a U. S. bank or recognized financial institution.
5. Credit/Debit Cards: Members may use credit/debit cards for payment of billings by calling 844-262-2417 or by using the SmartHub application located on the Cooperative's website.
6. Online Banking Electronic Checks: Members may request an electronic check through an online banking institution however, it is the responsibility of the member to ensure the payment is received by the Cooperative's required due date to avoid late fees or disconnection of service.

#### D. CONTENTS OF BILL

1. The Cooperative will normally bill each Member each billing period in accordance with its applicable Rate Schedules. Billings will be issued on a monthly basis, unless otherwise provided by service contract. Each bill issued to a Member will show:
  - a. The beginning and ending meter registration for the reading period.
  - b. the date of the meter reading and the date of the bill;
  - c. the final date by which a payment can be received before a late fee is imposed;
  - d. the actual or estimated usage during the billing period;
  - e. the amount due for prompt payment and amount due after delinquency in payment;
  - f. if applicable, the fuel, power or energy cost adjustment in cents per kwh (¢/kwh) and the total amount of the adjustment due;
  - g. if applicable fuel, power or energy cost adjustment is prorated, each proration factor and associated usage will be shown on the bill;
  - h. the amount of additional charges due for past due accounts, security deposits, collection, reconnection or disconnection, installment payments and other charges or fees;
  - i. the total amount due for the current billing period;
  - j. if applicable, the amount due for franchise and sales taxes and research and development surcharges, each stated separately;
  - k. the address and telephone number of the Cooperative and the identification of the person or office where a Member may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern; and
  - l. general information explaining overall changes in rates, Member charges or other charges will be made available to Members through bill inserts or direct mail when new rates are implemented.
2. The Cooperative may include on the bill other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by Rate Schedules or special contract. If the Member makes a partial payment for the total bill, the Cooperative will credit payment: (a) first to the balance outstanding for utility service beginning with the oldest debt, (b) then to additional charges and / or fees (such as Collection Fee, Disconnection Fee, and Reconnection Fee) and (c) then to special charges as defined above, (d) then to current monthly charges.
3. If the Member is paying under the Budget Payment Plan (Section 4 M), each bill will 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 Member's bill will also show any adjustment to previous billings based on estimated meter readings or Member meter readings after actual usage has been determined from a meter reading by the Cooperative, pursuant to Section 4 D. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading of the Cooperative. If the adjustment shows a new balance due the Cooperative, the Member will be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a new balance is due the Member, the Member will be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.

5. If the Member is paying on an Arrearage Payment Plan (Section 4 O), those monthly amounts will be printed on the bill and clearly labeled.

#### E. METER READING PERIODS

Unless otherwise provided in the Rate Schedules, meters will be read at intervals approximating the billing period. The Cooperative reserves the right to adopt a plan which would enable it to read meters and bill Members at different intervals approximating 30-day billing cycles.

#### F. MEMBER METER READINGS

1. In certain exceptional circumstances, the Cooperative may require Members to read their meters at intervals approximating the billing period. Requests for readings by the Member will be on printed forms provided by the Cooperative which contain instructions as to the methods of reading.
2. Meter readings by the Member, though used for billing purposes, will not be considered final. Such Member meters will be read at least once a year by the Cooperative and an adjustment will be made in accordance with these Rules and Regulations.

#### G. METER READING FEE

1. Except in the event the Cooperative requires the Member to read their meters as provided in Section 4 F, if a Member refuses the installation of an Advanced Metering Infrastructure (AMI) enabled meter, the Cooperative will require the Member to sign an AMI opt out form. This will allow the Member to continue to use a non-AMI enabled meter.
2. Members who choose to opt out of an AMI enabled meter will be charged a Manual Read Fee monthly and a one-time initial Set-up Fee.
3. Members who choose to opt out of AMI will be responsible for any cost associated with maintaining a non-AMI enabled meter and / or if necessary, the purchase of a non-AMI enabled meter for use at their location.
4. Members who chose to opt out of AMI are liable for any result of an extended outage or other service interruption related to the fact that the Cooperative cannot use remote monitoring equipment to determine if service is in an outage condition or has been restored after an outage condition.

#### H. ESTIMATED METER READING

1. The Cooperative may render a bill, other than a final bill when service is discontinued or an initial bill, based on an estimated meter reading pursuant to estimating procedures if the bill is rendered:
  - 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 Member's premises for the purpose of reading the meter and efforts to obtain a Member reading of the meter, such as mailing or leaving pre-addressed forms upon which the Member may note the readings are unavailing; or

- c. when the Member does not furnish a timely reading as requested by the Cooperative.
- 2. The Cooperative may render a bill based on an estimated meter reading as a Member's final or initial bill pursuant to estimating procedures when:
  - a. the Member so requests and any necessary adjustments are made to the bill upon subsequent actual meter reading by the Cooperative;
  - b. an actual meter reading would not show actual Member usage but is used in estimating usage; or
  - c. 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 Member is paying under the Budget Payment Plan where payments are based upon an estimated or projected average usage. Actual meter readings must also be made for Members using the Budget Payment Plan, except as otherwise provided by F (1) in this Section.
- 4. Maximum number of estimated bills.
  - a. The Cooperative will not render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months whichever is less. Prior to rendering an estimated bill, the Cooperative may request the Member to provide a meter reading upon pre-addressed forms.
  - b. The Cooperative may not render an estimated monthly bill more than a total of six (6) times per year.
  - c. In situations where both the meter is inaccessible and the Member is not available to furnish a meter reading, the Cooperative may render an estimated bill as necessary. Such Member's meters will be read at least once per year by the Cooperative and adjusted pursuant to Section 4 D (4). The Cooperative may charge the Member a Meter Reading Fee as provided in these Rules and Regulations.
- 5. When the Cooperative renders an estimated bill in accordance with this Section it will:
  - a. Maintain accurate records of the reasons therefore and efforts made to secure an actual reading.
  - b. Relay specific knowledge of a Member's circumstances from the meter reader to the metering department responsible for calculating estimates according to the established guidelines. Meter readers should not make field estimates of usage.
  - c. Maintain estimated records for at least three (3) years and in the same manner as all other Member billing history.
  - d. Make any appropriate adjustments upon subsequent actual reading of the meter.

## I. PRORATION

- 1. Fuel, power or energy cost adjustments, where applicable, will be based on the most recent adjustment clause.
- 2. Fuel, power or energy cost adjustments must be prorated during the billing month in which a change in rates or tariffs becomes effective.
- 3. A Member Charge will be prorated only in the following situations:
  - a. Connection or disconnection which causes the billing cycle to be outside of the range of 26 through 36 days;
  - b. When rerouting of meter routes, for only those Members directly affected, causes the billing cycle to be outside the range of 26 through 36 days; or
  - c. During the billing month in which a change in rates or tariffs becomes effective.

4. The Cooperative will prorate Member's bills during the billing month in which a change in rates or tariffs becomes effective.

#### J. CASH PAYMENT REQUIREMENT

The Cooperative may require that the Member make payment of bills by cash, certified checks, money orders, or debit/credit card. The Cooperative will give seven (7) days' notice to the Member whenever checks will no longer be accepted for payment of bills.

#### K. RETURN CHECK FEE

The Cooperative will require a Returned Check Fee, as listed in the Schedule of Fees, from the Member for checks returned for insufficient funds, refused bank drafts, or any other reason.

#### L. 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 on the Cooperative, the amounts thereof insofar as practical, will be charged on a prorata basis to all Members receiving electric service from the Cooperative within the boundaries of such taxing sub-division. This tax charge, in all cases, will 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 will be applied to each affected Member's bill, and the amounts so computed will be added to each Member's regular bill until such Member's proportionate share of the total tax is paid. The prorata tax applicable to each Member will be identified on the Member's billing as such.

#### M. RESIDENTIAL BUDGET PAYMENT PLAN

1. **Availability:** The Budget Payment Plan is, by mutual agreement between the Member and the Cooperative, available to any qualifying Urban or Rural Residential Member.
2. A qualifying Member for the Budget Payment Plan must:
  - a. have no outstanding balance due on their account on inception of the contract period;
  - b. have twelve months on-time payment history at the Cooperative and at the location of service; and
  - c. have a fully paid deposit, if deposit is required according to these Rules and Regulations.
3. **Estimated Bills:** At the request of any qualifying Member, the Cooperative will 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 service to be rendered during the contract period, which divided by the number of months in such contract period, will be the monthly installment.
4. **Conditions of Budget Payment Plan:** The Member will be entitled to receive electric service under the Budget Payment Plan provided the Member will agree:
  - a. to pay each monthly installment on or before the due date thereof;
  - b. to pay the late fee 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 will be cause for termination by the Cooperative of the Budget Payment Plan with respect to the Member, in addition to other remedies permitted by these Rules and Regulations;
- d. that the estimate will apply only to the premises then occupied by Member and that if such premises are vacated during the period covered by the estimate, the Budget Payment Plan with respect to the Member will immediately terminate;
- e. that if the Budget Payment Plan is terminated, any amount or amounts payable by or due the Member on account of the metered service during the period covered by the plan will be billed or credited to the Member at once;
- f. that until terminated by either party, the Budget Payment Plan will renew automatically;
- g. that the Budget Payment Plan may be periodically reviewed by the Cooperative and the monthly installment payment will be revised if it appears at any time that the debit or credit balance at the end of the contract period will substantially exceed the estimate; and
- h. that the difference between the accumulated total amount of the Member's billings determined by metered usage, and the accumulated total of amounts paid before the final month of the contract period will be charged or credited, as the case may be, to the service bill for the final month of such contract period which will be subject to current settlement before the start of the next contract period.
- i. Electronic fund transfer is required with either debit/credit or checking auto withdrawal due on the due date identified on the bill.

#### N. WHEATLAND PREPAY POWER PROGRAM

- 1. A voluntary program available to only Residential Members with one (1) meter. Members with a "Medical Necessity" are not eligible for this program.

#### O. DELINQUENT BILLS

- 1. Bills for service will be deemed delinquent if payment is not received by the Cooperative or its Authorized Agent on or before the date and time as stated on the bill.
- 2. When a bill becomes delinquent, a late fee in an amount equal to the greater of five dollars (\$5) or two percent (2%) of the delinquent amount owed for current service will be added to the Member's bill.
- 3. If a bill is still delinquent after ten (10) days from the delinquent date, the electric service will be subject to disconnection and the Member will be charged a Collection Fee (Section 12, Schedule of Fees).
- 4. 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 will be extended through the next business day.

#### P. ARREARAGE PAYMENT PLAN

- 1. A Member who is unable to pay all or a portion of their current bill may request an Arrearage Payment Plan from the Cooperative. In order to qualify for an Arrearage Payment Plan the Member must:
  - a. have a deposit paid in full on record at the Cooperative, if required per Section 3; and

- b. not have an outstanding Arrearage Payment Plan for a previous balance due;
2. Arrearage Payment Plans can be extended for a maximum of six (6) months, but in no event can an Arrearage Payment Plan extend beyond October 4<sup>th</sup> of any given year.
3. The Member will be required to pay twenty-five percent (25%) off the outstanding balance owed the Cooperative, including any and all fees, upon inception of the Arrearage Payment Plan. The remaining balance due the Cooperative will be divided in equal amounts, up to five (5) equal amounts subject to Section 4 O (2), and applied to the Members future billings.
4. Arrearage Payment Plans must be in writing and signed by the Member.
5. A Member may only have one (1) Arrearage Payment Plan at any given time.
6. If a Member is in default of an Arrearage Payment Plan, the Member will be subject to disconnection according to Section 5 of these Rules and Regulations.

#### Q. DEFAULT

1. Failure of a Member to conform to these Rules and Regulations or to pay any amount due the Cooperative under the Member's Electric Service Agreement in the full amount due before becoming delinquent will constitute a default by the Member in his or her Electric Service Agreement.
2. The Member's obligation to pay the amount due the Cooperative under the Member's Electric Service Agreement will be separate from other obligations and claims between the Cooperative and the Member. Failure by the Member to pay obligations to and claims by the Cooperative other than amounts due the Cooperative under the Member's Electric Service Agreement, will 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 Member, or to give the Member credit therefore, will not justify failure by the Member to pay the amount due the Cooperative under the Member's Electric Service Agreement nor prevent default by the Member.

#### R. COLD WEATHER ACCOMMODATION

1. The provisions of this Cold Weather Accommodation (CWA) allows a qualifying Residential Member the opportunity to retain electric service throughout the Cold Weather Period, which extends from November 15 through March 15.
2. The Cooperative will not disconnect a Residential Member's service between November 15 and March 15, (the "Cold Weather Period") when the local National Weather Service office forecasts the temperature will drop below 35 degrees Fahrenheit or will be in the "mid to low 30s", "mid 30s", or "mid to high 30s" within the next 48 hour period unless:
  - a. it is at the Member's request;
  - b. the service is abandoned;
  - c. a dangerous condition exists on the Member's premises;
  - d. the Member violates any rule of the Cooperative which adversely affects the safety of the Member or other persons, or the physical integrity of the Cooperative's delivery system;
  - e. the Member causes or permits unauthorized interference with, or tampering of as defined in Section 3 A (4)(c), the electric service situated or delivered on or about the Member's premises;

- f. the Member misrepresents his or her identity for the purpose of obtaining or retaining electric service; or
- g. the Member tenders an insufficient funds check as the initial payment or an installment payment under an Arrearage Payment Plan and does not cure the insufficient payment, including the Returned Check Fee during the 10-day period after a disconnection notice is sent to the Member.

Under (a), (b), (c), (d) and (e) above, the Cooperative may disconnect the service immediately. Under (f) above the Cooperative may disconnect the service two (2) days after a disconnection notice is provided to the Member of record or 10 days after a disconnection notice is sent, whichever is quicker.

Under (g) above, the Cooperative may disconnect the service 10 days after a disconnection notice is provided if the Member has not cured the insufficient payment during that 10 day period.

3. Responsibilities of Members. In order to qualify for the Cold Weather Accommodation and prevent disconnection when the temperature meets conditions defined in Section 4 Q (2), a Member must comply with the following provisions:
  - a. inform the Cooperative of the Member's inability to pay their bill in full and complete and sign a Cold Weather Accommodation Agreement;
  - b. pay one half (½) of each current bill during the Cold Weather Period;
  - c. have a zero balance due the Cooperative at the inception of the Cold Weather Period;
  - d. apply for federal, state, local or other funds for which the Member may be eligible; and
  - e. agree to make an arrearage payment plan with the Cooperative at the conclusion of the Cold Weather Period.
4. Responsibilities of the Cooperative.
  - a. Provide a written notice at least ten (10) days prior to disconnection of service. Disconnect procedures excluding the 10 day notice may not begin until a 24 hour forecast above the activating temperature is predicted by the local National Weather Service office.
  - b. On the day of disconnection, the local National Weather Service office must forecast the temperature to be above the activating temperature for the next 24 hours. If the temperature is then forecast to be below the activating temperature, the disconnection will not be carried out and the Cooperative will wait for another 24 hour forecast above the activating temperature.
  - c. The Cooperative will in the ten (10) day written notice inform the Member of the following:
    - i. the existence of the Cold Weather Accommodation;
    - ii. that the Member can avoid disconnection by complying with the responsibilities of Members, Section 4 Q (3) of these Rules and Regulations;
    - iii. inform the Member of, or provide a list of the responsibilities of Members; and
    - iv. inform the Member of the contact information of the Cooperative personnel which may assist the Member with their account.

## SECTION 5 - DISCONTINUANCE OF SERVICE

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

1. For the following reasons electric service may be refused or discontinued by the Cooperative:
  - a. when requested by the Member;
  - b. when the service is abandoned;
  - c. upon ten (10) days written notice, when Member's electric bill becomes delinquent, as provided in Section 4 N, whether the bill is based on Member'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 Member's premises;
  - e. upon ten (10) days written notice, when the Member fails to provide credit information, identity 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 sooner of ten (10) days written notice or two (2) days after a personal or phone contact is made with the Member of record, when Member is proved to have misrepresented his or her identity for the purpose of obtaining electric service or when the Cooperative has identified that a former member or spouse is residing at the Member's service address that has a previous unpaid outstanding balance with the Cooperative, pursuant to SECTION 2. B. 3.;
  - g. upon ten (10) days written notice, when the Member refuses to grant Cooperative personnel access, during normal working hours, to equipment installed upon the premises of the Member for the purpose of inspection, meter reading, maintenance or replacement;
  - h. immediately, without notice required, when the Member violates any rule of the Cooperative that adversely affects the safety of the Member or other persons, or the integrity of the Cooperative's delivery system; or
  - i. immediately, without notice required, when the Member causes or permits unauthorized interference with, or tampering with, as defined in Section 3 A (4) (c), Cooperative's equipment or service situated on or about the Member's premises.
2. None of the following reasons will constitute sufficient cause for the Cooperative to threaten or discontinue service or threaten or refuse service:
  - a. the Member's refusal to pay for special charges as defined in Section 4 D (2);
  - b. the Member's failure to pay for service received at a concurrent and separate metering point, residence or location. However, 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 of the Member, and may discontinue service at such successive metering point, residence, or location for nonpayment of such transferred amount;
  - c. the Member's failure to pay for a different class of service received at the same location, subject to 2. b. above. 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;
  - d. the Member's failure to pay a bill which is in dispute; provided, however, that the Member pays that portion of the bill not in dispute;
  - e. an individual or a Member has an outstanding debt for electric service more than seven (7) years old; or

- f. because an individual who neither signed the Electric 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 will be when the individual requesting service in his or her name and the Member of record lived together when the debt was incurred and continue to live together at the same or new residence.

## B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

1. If a Residential Member notifies the Cooperative and establishes that:
  - a. discontinuance would be especially dangerous to the health of the Member, resident member of the Member's family, or other permanent resident of the premises where service is rendered; and
  - b. such Member is (i) unable to pay for such service in accordance with the requirements of the Cooperative's billing; or (ii) is able to pay for such service only in installments. The Cooperative will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable the Member to make arrangements for reasonable installment payments.
2. The Residential Member may establish that discontinuance of service would be especially dangerous to the health of the Member, resident member of the Member's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to the Cooperative office prior to the date of disconnection. Once paperwork is received and filed at the Cooperative office, it is the member's responsibility to notify the Cooperative for extensions prior to the disconnect date.

## C. NOTICE REQUIREMENTS

1. When notice of discontinuance of service is required it will be forwarded separate from other utility bills, information or advertising, to the account name and address and in case of residential occupancy, to the address where service is provided, if different; provided however, that the service location has a mailing address which is provided to the Cooperative by the Residential Member. Service of notice by mail is complete upon mailing. The Cooperative will maintain the record of the date of mailing and the effective dates of the notice.
2. The Cooperative may notify, or attempt to notify a Member at least two (2) days before they are to be disconnected via electronic message (i.e. text, e-mail) or phone call if (i) the Member has provided the Cooperative consent to contact him or her for delinquent notices, and (ii) has provided a contact method of preference.
3. If the records of the Cooperative show that the service account which it proposes to discontinue service serves more than one residential dwelling unit, the Cooperative will also post a notice of discontinuance in a common area of the residential building served. Such notice will be posted at least five (5) days prior to the discontinuance date specified therein.
4. The notices required by this Section will contain the following information:
  - a. the name and address of the Member, and the address, if different, where service is rendered;

- b. a clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection of service;
- c. the date upon which, or after, service can be discontinued unless the Member takes appropriate action;
- d. terms under which the Member may avoid discontinuance of service; and
- e. the address and telephone number of the Cooperative office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection of service.

#### D. DISCONNECT PROCEDURE

1. Except for discontinuance pursuant to Section 5 A (1) (a), (b), (d), (h) and (i), the Cooperative will not discontinue service unless at the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Cooperative office or authorized personnel identified in the notice given are open or available to the Member for the purpose of making payment arrangements, preventing discontinuance or obtaining reconnection.
2. The Cooperative employee who is to disconnect service will adhere to the following procedure.
  - a. If disconnection will occur on Member premises, immediately preceding the discontinuance of service a reasonable effort will be made to:
    - i. contact and identify himself or herself to the Member 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. record statements disputing the accuracy of the delinquent bill, if any;
    - iv. record statements disputing the accuracy of the Cooperative's finding concerning the cause for discontinuance, if any; and
    - v. record any statements concerning the medical condition of any permanent resident of the premises.
  - b. If contact with the Member is not made, or if disconnection is initiated remotely via an AMI enabled meter, the Member will have no additional notification, unless requested by the Member in advance, subject to Section 5 C (2).

#### E. RESTORATION OF SERVICE

1. Upon the Member's request, the Cooperative will restore service when the cause of discontinuance of service has been eliminated, the total accounts receivable balance along with all applicable fees or applicable deposits have been paid in full; including, but not limited to; Late Fees, Collection Fees, Disconnection Fees and Reconnection Fees, and if required, satisfactory credit arrangements have been made.
2. At all times, the Cooperative will make every effort to restore service on the restoration day requested, and in any event, restoration will be made no later than the next business day following the day requested by the Member.
3. After hours restoration of service will only be offered during the first twenty-four (24) hours after disconnection for non-payment and will be subject to the After-Hours Reconnection Fee in accordance with Section 12, Schedule of Fees.

## F. REVIEW OF DISPUTES

1. When a 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 will:
  - a. immediately record the date, time, and place the complaint is made;
  - b. postpone discontinuance until a full investigation is completed;
  - c. investigate the dispute promptly and completely; and
  - d. attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties.
2. A 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, onsite visits, or any other technique reasonably conducive to settlement of the dispute.
4. Initially, the Member will have the burden of showing or establishing to the satisfaction of the Cooperative that all or part of the billing is erroneous or that the Cooperative's reasons for discontinuance are factually invalid.
5. In the event that a dispute is not resolved to the satisfaction of the Member, after full investigation, and the Cooperative intends to proceed with discontinuance, the Cooperative will advise the Member of formal and informal procedures available before the Commission. Provided proper notice has been given in accordance with these Rules and Regulations the Cooperative may then discontinue the service.

## G. NOTICE OF COMMISSION COMPLAINT PROCEDURE

Once a year, the Cooperative will provide each of its Members a notice apprising them of the Commission's Complaint Procedure including its role in settling complaints which have reached an impasse. The notice will include the Commission's Consumer Protection Office's telephone number as well as a comment / complaint form concerning the Cooperative's performance. The returned notices or copies of them will be sent to the Commission.

## H. COLLECTION, DISCONNECTION, AND RECONNECTION FEES

1. If collection of an electric service bill is necessary, the Cooperative will require a Collection Fee as provided in Section 12, Schedule of Fees.
2. Except when requested by the Member, if electric service is disconnected for any reason stated in Section 5 A (1) the Cooperative will require the Member to pay a Disconnection Fee as provided in the Schedule of Fees.
3. Upon reconnection of electric service, except when disconnected pursuant to Member's request, the Cooperative will require a Reconnection Fee as provided in the Schedule of Fees.
4. Unless otherwise specified in the Electric Service Agreement, in the event a Member orders a disconnection and a reconnection of service at the same premises within a one (1) year period, the Cooperative will collect the sum of such minimum bills as would have occurred

during the period of disconnection, but in no event less than the Reconnection Fee provided in the Schedule of Fees.

5. Any Late, Collection, Disconnection, or Reconnection Fees and all other utility charges due must be paid before service is restored. These fees are in addition to any deposit which may be required by the Cooperative before service is restored.

## SECTION 6 - MEMBER SERVICE OBLIGATIONS

### A. MEMBER TO FURNISH RIGHT-OF-WAY

The Member will provide or procure for the Cooperative at his or her expense such rights-of-way (including permission to trim or remove any trees or other obstructions 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 Member, 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 MEMBER'S PREMISES

The Member will give the duly authorized agents and employees of the Cooperative full and free access to the premises of the Member for the purpose of meter reading, constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative's facilities on the premises of the Member, or for any purpose incidental to the electric service supplied by the Cooperative.

### C. MEMBER'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 Member will be of the type approved by the Cooperative and must meet the requirements of the National Electrical Code and comply with all state and municipal 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 is furnished, installed, and maintained by the Member will be the sole responsibility of the Member.
3. The Member agrees to repair and replace when necessary, all wires and appurtenances furnished by the Member for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.
4. Member provides and installs a disconnect switch below the meter for any new or rehabilitation service at the discretion of the Cooperative.
5. Member must have their installation inspected per City and County ordinance.
6. Any Member owned equipment must be approved by the Cooperative prior to installation.



7. Loads in excess of 40 horsepower must be Code A, B or C motors or must have reduced voltages starters reducing line in rush to 2/3 or less of the locked rotor current of that motor.

#### D. PROTECTION OF MEMBER'S EQUIPMENT

1. The Member will be responsible for determining whether the Member's installation and all portions thereof, are and will be suitable for operation at the voltage, phases, and other characteristics of the class of service to be supplied by the Cooperative.
2. The protection of the Member's equipment is the full responsibility of the Member. Any Member desiring protection against interruptions, phase failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service must, at his or her own expense, furnish and install such protective equipment.

#### E. DANGEROUS OR DISTURBING USES

The Member will 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 Members and on the facilities and equipment of the Cooperative.

The Cooperative may refuse to supply electric service or may suspend electric service to a Member, immediately without notice under Section 5 A (1), if the Member's installation appears to be in an unsafe or dangerous condition or is so designed or operated as may disturb or adversely affect the safety of the Member or other persons, or the integrity of the Cooperative's delivery system.

#### F. INSPECTIONS AND RECOMMENDATIONS

The responsibility of the Member regarding his or her use of the electric service supplied by the Cooperative is not set aside, and the Cooperative will in no way be liable or responsible, on account of any inspections or recommendations by the Cooperative, its representatives or personnel which are made as a courtesy to the Member or as a protection to the electric service supplied by the Cooperative to its other Members. The Cooperative reserves the right, but assumes no duty to inspect the Member's installation and facilities for suspected unsafe conditions.

#### G. DEFECTIVE MEMBER EQUIPMENT

The Member will disconnect at once and properly repair defective appliances or fixtures before further use. Defective appliances or fixtures include those which have been found to be causing interference to radio, television, and like electronic equipment used by other Members. If electric energy is found to be escaping from any wires or equipment in or about a Member's premises, the Member will open the service switch immediately to shut off the flow of electric energy and notify the Cooperative at once. In the event the Member refuses to disconnect defective appliances or fixtures, the Cooperative may discontinue service.

## H. CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT

The Member will consult with the Cooperative before causing or permitting any construction that may affect any of the Cooperative's service facilities or equipment. The Member must 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 fastening thereto, support or any purpose whatsoever, nor shall the Member 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 Member will 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 Member, or necessitated by the Member'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 will be sufficient cause for discontinuance of service under Section 5 A (1).

## I. PROTECTION OF COOPERATIVE'S PROPERTY

1. The Member at all times must protect the property of the Cooperative on the premises of the Member and will 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 will 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 any carelessness, neglect, tampering, or misuse by the Member, any member of his or her family, or his or her agents, servants, or employees, the Member will reimburse the Cooperative for the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

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

1. The Cooperative may discontinue service to a Member under Section 5 A (1) and remove its facilities from the Member's premises, if evidence is found that any portion of the Cooperative's facilities have been tampered with in such manner that the Member may have received unmetered service or in the event evidence is identified of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered.
2. In such event, the Cooperative may require the Member to pay all bills including legal and attorney fees, as well as 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 or her 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 electric service is restored, the Member will 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 assurances that such tampering and fraudulent use of electric service will be discontinued.

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

#### K. INDEMNITY TO COOPERATIVE

1. The Member will indemnify, hold harmless, and defend the Cooperative against all claims, demands, costs or expenses, or loss, 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 Member at or on the Member's side of the point of delivery.
2. The Member will indemnify, hold 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 directly or indirectly related to the installation, maintenance or replacement of Cooperative's service lines or other necessary appurtenances to serve the Member, 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

A Member may not 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 will be sufficient cause for discontinuance under Section 5 A (1).

A Parallel Generation Interconnection Rules, Regulations and Schedule is available in the Rate Schedules for a Member who wishes to interconnect a parallel generator.

#### M. CHARGES FOR WORK COMPLETED ON MEMBER PREMISES

The Cooperative will charge the Member for all material furnished and for all work performed on the Member's premises beyond the metering point or beyond the point at which equipment is owned and installed by the Cooperative, for trouble calls not occasioned by negligence on the part of the Cooperative or for repair of electric appliances and any other work or service requested and authorized by Member. The charges will 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 the Member's premises except when such repair or replacement is at the Members request or, repairs or replacement are caused by negligence or misuse by the Member or the Member's agents.

## SECTION 7 - COOPERATIVE SERVICE OBLIGATIONS

### A. OVERHEAD SERVICE OBLIGATIONS

1. Installation of Service Wire to Pole: The Cooperative will install overhead service wires from the distribution pole line to a pole located on or adjacent to the Member'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 Member's entrance wires. The pole and the meter equipment thereon will be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters and related appurtenances by the Cooperative, except where prohibited by local ordinance. All service entrance wires and appurtenances thereto beyond this point will be supplied and maintained by the Member.
2. Installation of Service Wires to Building: Under exceptional conditions the Cooperative may elect to install overhead service wires from the distribution pole lines to the exterior of the Member's building. The Cooperative will designate the point to which its service wires will be brought on the exterior of the building for attachment to the Member's service entrance wires. Metering equipment attached to the building will be furnished in accordance with the Cooperative's procedure for the installation of meter loops, meter receptacles, meters, and related appurtenances, by the Cooperative, except where prohibited by local ordinance. All service wires and appurtenances thereto beyond this point will be supplied and maintained by the Member.

### B. UNDERGROUND SERVICE INSTALLATION

1. The Cooperative will determine those areas where underground electric facilities will be furnished.
2. A Member desiring existing overhead electric facilities to be replaced by underground facilities, will pay for the total cost, including labor, of the conversion to underground facilities less material salvage, if any.
3. If Member desires underground electric facilities where the Cooperative has determined that overhead facilities should be used, the Cooperative will install underground service provided the Member 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, including labor.
4. Any Member desiring underground service to his or her building will provide trenching per the Cooperative's specifications at his or her own expense, and furnish and install, at his or her 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 Member'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 will be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative, except where prohibited by local ordinance.

### C. ENERGIZING BY COOPERATIVE ONLY

Only authorized employees will be permitted to energize the Cooperative's facilities. Any infraction of this rule will 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 is completed by the supplying of such electric service to the Member's point of delivery. The 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 Member will be the Cooperative's meter on the Member's premises, unless otherwise defined by the Cooperative's Electric Service Agreement, or where defined by local ordinance.
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 Member's wiring, appliances or equipment.
4. The Cooperative will be required only to furnish, install and maintain one connection from its distribution facilities to the Member's point of delivery, and one meter installation to measure such electric service to the Member for each class of service.
5. The Cooperative will not be obligated to supply electric service to a Member for a portion of the electrical requirements on the premises of the Member, except pursuant to a special Electric Service Agreement as required in Section 6 M.

### E. PROPERTY OF THE COOPERATIVE

All facilities furnished and installed by the Cooperative on the premises of the Member for the supply of electric service to the Member will be and remain the exclusive property of the Cooperative. All facilities on the premises of the Member which are or become the property of the Cooperative will 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 Member's Electric Service Agreement or upon discontinuance by the Cooperative of electric service to the Member for any reason, provided such provision is otherwise indicated by special contract between the Member and Cooperative.

### 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 will the Cooperative be liable for damages from irregularities or interruptions of service, caused by, but not limited to failure of facilities, breakdowns or injury to equipment, extraordinary repairs, acts of God, public enemy, accidents, labor disturbance, strikes or their equivalent, sabotage, legal process, federal, state or municipal interference's and restraint by public authority, any emergency, or any cause beyond the Cooperative's control.

## G. CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE

The Cooperative will have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Member 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 public authority or regulatory body.

## H. RESTORATION OF SERVICE

1. In all cases of curtailment, irregularity, interruption or suspension of service, the Cooperative will make 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 will not be considered in default of the Electric Service Agreement with the Member, and will not otherwise be liable for any damage or loss occasioned by any curtailment, irregularity, interruption or suspension of electric service. The Member will not be relieved from charges provided for in the Electric Service Agreement and Rate Schedules due to curtailment, irregularity, interruption or suspension of electric service.

## I. LIABILITY OF COOPERATIVE

The Cooperative will not be considered in default of the Electric Service Agreement and will 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, acts of God, or public enemy, war, strike or labor disturbance involving the Cooperative or the Member, civil, military or governmental authority, floods, fire, explosion, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions or any cause beyond the control of the Cooperative.

# SECTION 8 - LINE EXTENSION POLICY

## A. SINGLE PHASE LINE AND SERVICE

The Cooperative will build the first one-eighth (1/8) mile and the last one-eighth (1/8) miles of single phase line per Member. In the event the line extension exceeds one-quarter (1/4) mile per Member, a monthly member charge or an increase in the existing monthly member charge in the amount of one and one-half percent (1.5%) of the construction cost of the remainder of the line will be required. At the Member's option, a discounted upfront payment equal to 2/3 of the construction cost of the remainder of the line may be made in lieu of the increased monthly member charge.

## B. MULTIPHASE LINE AND SERVICE

Whenever the Cooperative extends a multiphase line or converts an existing line to furnish multiphase service to any Member in its territory, a monthly member charge or an increase in the existing monthly member charge in the amount of one and one-half (1.5%) percent of the construction cost of the facilities necessary to provide that service will be required. At the Member's option, a discounted upfront payment equal to 2/3 of the Cooperative's investment, as defined above, may be made in lieu of the increased monthly member charge.

#### C. CONTRACT TERM

As evidence that the Member accepts service under the terms of this extension policy, the Member will be required to sign an Electric Service Agreement guaranteeing the monthly member charges for a period of at least five (5) years. After the initial contract period, the monthly minimum or monthly member charge will not exceed the amount set forth in the appropriate Rate Schedule.

#### D. 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 member charge to warrant the investment, the Cooperative may require any one or more of the following of the Member before construction of equipment or facilities to supply service: (a) an adequate monthly member charge calculated upon reasonable considerations, (b) a cash contribution in advance, (c) an acceptable guarantee or bond.
2. In such cases, the Member will enter into a written contract with the Cooperative as to character, amount and duration of the business offered. No interest will accrue or be payable on any cash contribution required by the Cooperative.

#### E. PRORATION OF MINIMUM MONTHLY CHARGE

The monthly member charges determined in accordance with paragraphs A and B of this Section will be prorated on an equal basis between all Members that are initially or subsequently served by the line extension within the contract period.

#### F. CONTRIBUTION BY DEVELOPER

In the event a developer or owner of a housing or building development requests that the Cooperative construct a distribution system therein in advance of the completion and occupation 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 Cooperative's cost of new facilities and upgraded facilities. The contribution will be refunded to the developer or owner, proportionately, as additional houses or buildings are built, occupied and connected to the distribution system during the succeeding five (5) years. In the event the housing or building development is not fully occupied at the end of the five (5) year period, the Cooperative will retain any remaining contribution not refunded.

## SECTION 9 - METERING

### A. METERING OF SERVICE

The Cooperative will furnish and install, at its expense, all metering installations in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances, except where prohibited by local ordinance.

### B. SEPARATE METERING

Where the Cooperative's Rate Schedules provide for separate metering of different classes of service, the Member's wiring must 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 Member.

### C. MULTI-METERING INSTALLATIONS

1. The Cooperative will eliminate, on a prospective basis, the practice of providing electric service to more than one Member 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 Members. The Member's wiring must be so arranged as to permit the installation of Cooperative's meters immediately adjacent to each other.
2. Through special permission of the Cooperative, multiple residential complexes may be served through one meter where energy savings can be achieved through the use of energy systems which require master metering.

### D. CHANGES IN METER INSTALLATIONS

1. The Cooperative will, at its expense, make all changes in the Cooperative's installed meter loops, meter receptacles, meters and related appurtenances on the Member's premises that are required to meet the Member's increased demand for electric service, subject to local ordinances.
2. Changes requested by the Cooperative that involve the replacement or relocation of the Cooperative's service wires, metering equipment, yard poles, etc., and in the Member's entrance wires, entrance switches, etc., will be provided at the Cooperative's expense.
3. Changes requested by the Member that involve the replacement or relocation of the Cooperative's service wires, metering equipment, yard poles, guy and anchors, etc., will be provided at the Member's expense.
4. In the event a Member chooses to opt out of AMI meter installation, refer to Section 4 G.

### E. METER SEALS

Seals will be placed on all meters or meter enclosures by the Cooperative and such seals must not be broken or disturbed by anyone other than authorized representatives of the Cooperative.



In the event a meter seal is found broken or missing, the Cooperative may determine the meter has been tampered and subject to the provisions of Section 6 K.

#### F. METER ACCURACY AND TESTING

1. The accuracy and testing of the Cooperative's meters will be in accordance with these Rules and Regulations.
2. Whenever any test by the Cooperative of a watt-hour meter, while in service or upon its removal from service, shows 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 the electric service bill will be observed:
  - a. The error found will be considered for the purpose of these Rules and Regulations to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became damaged if such time can be positively determined and is less than six (6) months prior to the time of the test.
  - b. If the meter is found to be faster than allowable, the Cooperative will refund to the Member any overcharge caused during the period of inaccuracy of the meter as defined above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found will 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 Member for the estimated consumption in excess of 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) or more, and all such bills will be conditional upon the Cooperative's not being at fault for allowing the inaccurate meter to remain in service. The Cooperative will 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. The Member may pay the Cooperative for the under-registered consumption over the course of the same amount of billing periods as was under registered.
  - d. In the case of a non-registering meter which has been read by the Cooperative during the period of non-registration, the Cooperative will not render a bill for estimated consumption over more than twice the regular interval between readings.

#### G. DEMAND METERS

Whenever any tests, by the Cooperative of a demand meter while in service or upon 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 will 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 will be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.

## H. SPECIAL METER TESTS

In the event a Member requests the Cooperative to test a meter, the Member will deposit with the Cooperative a Meter Test Fee as provided in the Schedule of Fees. The Cooperative will notify the Member of the date and time of the meter test so that the Member may be present at the reading. 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 will be refunded to the Member.

## SECTION 10 - GENERAL CLAUSES

### A. WAIVER

Waiver by the Cooperative with respect to any default by the Member in complying with any of the provisions of the Electric Service Agreement or these Rules and Regulations will not be deemed to be a waiver with respect to any other or subsequent default by such Member.

### B. LEGAL NOTICES BETWEEN MEMBER AND COOPERATIVE

All notices addressed to the Cooperative must be in writing and no telephone or electronic communications will be considered as proper notice unless otherwise specifically provided for in these Rules and Regulations.

### C. AUTHORITY AND WAIVER

The requirements contained in these Rules and Regulations may be waived in individual cases by the Cooperative's General Manager, or his or her designee, if in the Cooperative's sole discretion, it is determined that compliance with the requirement would serve the interests of neither the Cooperative nor the Member. No representative, agent or employee of the Cooperative will 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.

### D. REQUEST FOR INVESTIGATION

If a Member 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.

## SECTION 11 - MISCELLANEOUS

### A. EMERGENCY STANDBY GENERATORS - NON-PARALLEL OPERATION

1. Members may be permitted to utilize emergency standby generating equipment, except in parallel, when service is interrupted due to severe storms or prolonged outages. A double throw switch, of an approved size and type must be installed and maintained at the expense of the Member to separate the facilities of the Member from those of the Cooperative when such equipment is in use.
2. If the Member is found to be using emergency standby generating equipment in violation of the Section 11 A (1), service may be disconnected as set out in Section 5 A (1).

## SECTION 12 - SCHEDULE OF FEES

1. After Hours Reconnection Fee - \$200
2. AMI Opt-Out Set-up Fee - \$50
3. Collection Fee - \$25
4. Disconnection Fee - \$25
5. Late Fee - The higher of five dollars (\$5) or two percent (2%) of current electric service charges
6. Manual Read Fee - \$40
7. Meter Test Fee - \$25
8. Reconnection Fee - \$25
9. Returned Check Fee - \$30