



RULES AND REGULATIONS

ENTIRE TERRITORY

These Rules and Regulations are part of the Electric Service Agreement between the Cooperative and the Member. 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 Rules and Regulations shall prevail. Copies of these Rules and Regulations may be reviewed or obtained by any Member at the Cooperative's principal place of business.

Effective Date: February 24, 2020

By: _____

Title: _____

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SECTION 1 - DEFINITIONS:

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

- A. Cooperative: Heartland Rural Electric Cooperative, Inc., 110 N. Enterprise Drive, PO Box 40, Girard, Kansas, 66743, telephone 620-724-8251, which furnishes electric service under these Rules and Regulations.
- B. Commission: The 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.
- C. Member: Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using electric service supplied by the Cooperative.
- D. Residential Member: A Member applying for or using electric service at a home or farm service location occupied as a place of residence.
- E. Town: The area within the incorporated boundaries of communities for which the Cooperative may have submitted Town Rate Area Maps to the Commission.
- F. Village: The area within the incorporated boundaries of communities for which the Cooperative may have submitted Village Rate Area Maps to the Commission.
- G. Rural: All areas not included in the Town or Village area for which the Cooperative may have submitted Rural Rate Area Maps to the Commission.
- H. Electric Service Agreement: The application, agreement, or contract, pursuant to which the Cooperative supplies electric service to the Member.
- I. Multiple Residential Complex: Includes newly constructed mobile home courts and apartment buildings, as well as, renovated mobile home courts and apartment buildings whereby two or more living units to be occupied as places of residence. 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.

SECTION 2 - APPLICATION FOR SERVICE AND AGREEMENTS:

A. APPLICATION BY MEMBER

- (1) Application for electric service will be made in writing by Member to Cooperative on the Cooperative's standard Application and Contract for Membership ("Application") and "Electric Service" form, although the Member may at the discretion of the Cooperative be connected based on an oral request provided the written contract is signed within ten (10) days thereafter. 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 will be supplied to the Member under the provisions of the Cooperative's "Articles of Incorporation", "Bylaws", Member's Electric Service Agreement, the Cooperative's applicable "Rate Schedules", and all rules and regulations adopted by the "Board of Directors", as such rules and regulations may be altered or amended by the Board from time to time, and any special contract or agreement with the Member. The taking of electric service by a Member will constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Articles, Bylaws, Rate Schedules, or Rules and Regulations will act as a modification of the Electric Service Agreement then in existence without further notice to the Member.
- (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.

C. RATES

- (1) Rates for electric service will be those of the Cooperative currently in effect subject to applicability to the Members and subject to change, pursuant to the rules and regulations, Electric Service Agreement, and Rate Schedules in effect at the time of such change. Copies of the Rate Schedules currently in effect may be reviewed by any Member at the Cooperative's principal place of business where they have been filed for record. Member'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 Member is eligible for service under one or more rate schedules, it shall be the sole responsibility of Member to determine the rate schedule under which the Member will receive service. In the event that Member does not make the election, the Cooperative may provide service under the rate schedule which the Cooperative determines to be applicable to the Member. The Cooperative shall not be liable, and shall be held harmless, from Member's failure to elect the appropriate rate schedule under which service shall be provided.

D. TERM OF CONTRACT

- (1) Unless otherwise specified, Electric Service Agreements will be effective on a month to month basis. Service will be continued until canceled by the Member upon proper notice to the Cooperative or in accordance with applicable Rules and Regulations or Bylaws of the Cooperative.

E. TEMPORARY SERVICE

- (1) Temporary service is defined as a non-established service to be utilized on a temporary basis which shall be removed following temporary usage. Temporary service 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 follows:
- (2) 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
- (3) A security deposit or deposits, if required and in accordance with these Rules and Regulations.

F. SEASONAL SERVICE

- (1) 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 shall be less than twelve (12) months in duration. 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 pursuant to the requirements set forth below:
 - (a) Member covers all costs associated with the seasonal service;
 - (b) Member providing a security deposit or deposits, if required, in the sole discretion of Cooperative, and in accordance with these Rules and Regulations.

G. CHANGE IN OCCUPANCY

- (1) When a change of occupancy is to take place on any premises supplied with electric service by the Cooperative, the outgoing Member will give written notice to the Cooperative's office not less than seven days prior to the date of change. The outgoing Member will 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 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 or other contract with the Cooperative.
- (2) When a Member is moving from any premises that is being supplied electric service by the Cooperative and moving to any other premises that is being supplied electric service by the Cooperative, the Cooperative will transfer any unpaid balance to the other electric service account of the Member.

H. RE-SELLING OR REDISTRIBUTING OF SERVICE

- (1) The electric service provided is for the sole use of the Member and the Member will not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract between the Member and Cooperative. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5.A.(1)(h).

I. IDLE SERVICE

- (1) An idle service is defined as non-energized metering or delivery point with no incurring electric usage charges.
- (2) A landowner, or someone other than a landowner with the landowner's written approval, with notice submitted to Cooperative, may retain an idle service.

- (3) Should a member request to reconnect a service that they had disconnected for a period of less than one (1) year, and at the time of the disconnection, the Member was current on outstanding billings and is currently in good standing with the Cooperative, they will be billed the charges as defined above when the service is reconnected.
- (4) Any idle service which exists for a period of two (2) years or longer, is subject to removal at the discretion of the Cooperative.
- (5) Should an idle service be removed, any subsequent service rebuild will be subject to the line extension policy in effect at the time of the service rebuild.

J. LINE RETENTION

- (1) Following two (2) years of idle service status, should the Cooperative elect to remove the service at Cooperative's sole discretion, the Cooperative will make a good faith effort to contact the affected Member/ landowner to notify its intention to remove the service. If the Member requests to maintain the service, the Member shall reestablish an active service to avoid removal. Reestablishment to active status will follow the process of establishing new service.

K. IDENTIFICATION OF AN AGENT

- (1) A Member may designate an agent for their membership account. Agent designation may be made either on the membership application 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 membership agreement containing the agent's name, along with the Member's signature. The designated agent will continue to have access to Member account information until Cooperative receives notice from the Member, in writing, to terminate the agent. Termination of the designated agent will also occur immediately after the death of the Member.

L. REVERT-TO-LANDLORD AGREEMENT

- (1) The "Revert-to-Landlord Agreement" grants 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) days, the service will then be transferred to the landlord. The landlord must maintain current contact information with Cooperative at all times. Any delinquent payments that are the responsibility of landlord may result in termination of all Revert-to-Landlord Agreements, in the sole discretion of Cooperative.

M. SECURITY LIGHTING

- (1) Members requesting leased security lights will be responsible for all costs over and above the standard installation costs as referenced in the Construction and Service Standards. 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 connected, such Member shall be billed for the balance of the remaining twelve (12) months since date of connection. Member-owned equipment is not permitted to be installed on Cooperative-owned structures, unless authorized by the Cooperative.

SECTION 3 - CREDIT AND SECURITY DEPOSIT REGULATIONS

A. ESTABLISHMENT AND MAINTENANCE OF CREDIT

- (1) Credit Information: The Member may be required to provide reasonable credit information to the Cooperative before service is made available. The Cooperative may request positive identification (identified as photo with name) from Residential Members. If positive identification is not immediately available, a Member providing a full deposit should have at least thirty (30) days to secure positive identification.
- (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 Member has an unsatisfactory credit rating as solely determined by the Cooperative or has an insufficient prior credit history upon which a credit rating may be based;
 - (b) The Member has outstanding, with a utility, an unpaid service account within the last five (5) years the service agreement was signed, or three (3) years after service was provided after an oral agreement was entered into;
 - (c) The Member, without authorization, interfered with, or diverted or use of a meter bypass, the service of a utility within the last five (5) years.
- (3) The Cooperative may at any time after application for service, upon five (5) days written notice, require a deposit to guarantee payment of bills for utility service rendered if:
 - (a) The Cooperative determines the Member has an outstanding unpaid service account which accrued within the last five (5) years of when the Service Agreement was entered into by the Member, or three (3) years after service was provided pursuant to an oral agreement;
 - (b) The Member has tampered with, or diverted or use of a meter bypass, the service of the Cooperative or another utility within the last five (5) years;
 - (c) The Member fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.
- (4) 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 geographical area of residence, or any other protected characteristic as outlined in RUS's Statement of Nondiscrimination.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT

- (1) The amount of the security deposit required will not exceed the amount of the Member's projected average of two (2) months bills, as determined by the Cooperative, or an amount established by the Board of Directors. If the Cooperative determines the Member has been diverting service (use of a meter bypass), an additional deposit based on one (1) months' average use may be assessed.
- (2) For purposes of establishing security deposits and projecting monthly bills, the Cooperative may 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 may be adjusted if the character or volume of the Member's service should change.
- (3) Security deposits will be 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. Disconnection for non-payment of security deposit will be governed by Section 5.A.(1)(e) of these Rules and Regulations.
- (4) For purposes of this Section 3, rate classes will be determined by applicable rates as determined solely by the Board of Directors.

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 nonassignable receipt may 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; and
 - (e) Cooperative name, address, and signature and title of the Cooperative employee receiving the deposit.

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 Member's deposit will be refunded including simple interest at a rate not less than that provided by K.S.A. 12-822 and amendments thereto, less any unpaid bills, provided that the Member has paid all bills due the Cooperative and has allowed the Cooperative to remove its meters and equipment and the meters and equipment are in an undamaged condition.
- (2) Security deposits taken from Residential Members who are non-delinquent in payment history of billings for electric service for twenty-four (24) consecutive months will be credited, with simple interest as provided above, to their utility bills or, if requested, refunded. Non-residential deposits may be retained until termination of service.
- (3) Interest payments on residential and non-residential deposits will be credited to the Member's bill or refunded at least once a year or when deposits are refunded pursuant to the terms as set forth in this Section 3.

E. SECURITY DEPOSIT NOT A WAIVER

- (1) The fact that a security deposit 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 - BILLING

A. PAYMENT OF BILLS

- (1) All bills for electric service are due and payable upon receipt. Normally, bills will be sent by mail; however, the non-receipt of a bill by a Member will not release or diminish the obligation of the Member with respect to the full payment thereof, including penalties and interest. This provision also applies to Members who elect to receive their bill electronically.

B. CONTENTS OF BILL

- (1) The Cooperative will normally bill each Member on each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly basis, or other basis, at the sole discretion of the Board of Directors. Each service bill issued to a Member will show:
 - (a) The beginning and ending meter registration for the reading period, except that estimated billings will disclose that it is based on estimated usage;
 - (b) The date of the bill, and if available, the date of the meter reading;
 - (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 for a delinquency in payment;
 - (f) The fuel, power or energy cost adjustments in cents per kilowatt hour (¢/kWh) and the total amount of the adjustment due, if applicable;
 - (g) The amount of additional charges due for past due accounts, security deposits, non-payment fee, installment payments, and other utility charges authorized by the Board of Directors;
 - (h) The total amount due for the current billing period;
 - (i) The amount due for franchise and sales taxes and research and development surcharges stated separately; and
 - (j) The address and telephone number of the Cooperative where a Member may report a disputed bill, make an inquiry concerning a bill, to discuss a delinquency in payment, 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 or services performed in connection therewith. If the Member makes a partial payment for the total bill, the Cooperative will credit the payment as follows:
 - (a) first to charges such as disconnection/reconnection fees;
 - (b) then to the balance outstanding for utility service beginning with the oldest service debt;
 - (c) then to special charges as defined above.In no event shall a receipt of a partial payment by the Cooperative relieve the Member's obligation to make full payment of all outstanding charges.
- (3) If the Member is paying in advance, 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 usage or Member's meter readings after actual usage has been determined from a meter reading by the Cooperative. The Member's bill will also reflect adjustments and corrections for billing errors, whether resulting from incorrect readings, incorrect multipliers, or other factors that do not involve estimates. If the adjustment or correction shows a net balance due the Cooperative, the Member will be given the opportunity, if expressly requested by the Member, to pay the additional charges in equal installments over a period of time as set out by the Cooperative. If a net balance is due the Member, the Member will be given either a credit on subsequent bills or a

refund, at the sole discretion of the Cooperative, if the overpayment exceeds ten dollars (\$10.00) and a refund is requested.

C. METER READING PERIODS

- (1) Unless otherwise provided in the Rate Schedules, meters will be read at intervals approximating the billing 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 set forth by the Cooperative, when the bill is rendered.
- (2) The Cooperative may render a bill based on estimated usage as a Member's final or initial bill pursuant to estimating procedures when an actual meter reading cannot be taken because of a damaged meter or other equipment failure.
- (3) The Cooperative may render a bill based on estimated usage when the Member is paying in advance for usage and payments are based upon an estimated or projected average usage.
- (4) When the Cooperative renders an estimated bill in accordance with this Section it will:
 - (a) Diligently work to 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) Adjusted bills will show the credit due the Member for amounts paid that were based on the Member's readings or the Cooperative's estimate and will show the balance due and payable.
- (6) Fuel, power, or energy cost adjustments covering more than a one-month period will be based on the most recent adjustment clause currently in effect.

E. CASH PAYMENT

- (1) The Cooperative may require that the Member make payment of billings by cash, certified checks, or money orders.

F. RETURNED CHECK CHARGE

- (1) The Cooperative may require a Returned Check Charge, as filed in the Service Fees Rate Schedule, from the Member for Member checks 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 on the Cooperative, the amounts of such fees and taxes, insofar as practical, will be charged on a pro-rata basis to all Members receiving electric service from the Cooperative within the boundaries of such taxing sub-division. This tax and fee 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, the pro-rata percentage will be applied to each affected Member's bill, and the amounts so computed will be added to each Member's regular billing until such Member's proportionate share of the total tax is paid. The pro-rata tax applicable to each Member will be identified on the Member's billing as such.

H. RESIDENTIAL BUDGET PAYMENT PLAN

- (1) Availability: The Budget Payment Plan is, by mutual agreement between the Member and the Cooperative, available to any qualifying Residential Member.
- (2) Estimated Bills: At the request of any qualifying Residential 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 electric service to be rendered during the contract period, which divided by the number of months in such contract period, will be the monthly installment.
- (3) Conditions of Budget Payment Plan: The Residential Member will be entitled to receive electric service under the Budget Payment Plan provided Residential Member agrees to the following:
 - (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 will be cause for termination by the Cooperative of the Budget Payment Plan with respect to the Member. If the Cooperative terminates the Budget Payment Plan, the Cooperative reserves all its other rights and 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 said estimate, the Budget Payment Plan with respect to Member will immediately terminate;
 - (e) That if the Budget Payment Plan is terminated, any amount or amounts payable by or due to Member on account of the metered service during the period covered by the plan will be billed or credited to Member immediately;
 - (f) That until terminated by either party, pursuant to the terms set forth in these Rules and Regulations, the Budget Payment Plan will be renewed 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 to the Cooperative that at any time on review the debit or credit balance at the end of the contract period will substantially exceed the estimate.

I. DELINQUENT BILLS

- (1) Bills for electric service will 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.
- (2) When a bill becomes delinquent, a late payment charge in an amount equal to five percent (5%) of the delinquent amount owed, plus all applicable tax and other fees, for current electric service will be incorporated into the Member's bill and collection efforts by the Cooperative will be initiated. This five percent (5%) charge shall apply to all periods where a delinquent amount is outstanding.
- (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 payment date will be extended through the next business day.

J. DEFAULT

- (1) Failure of the 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.

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) When Member's bill for electric service or other charges becomes delinquent, as provided in Section 4.I., whether the bill is based on Member's meter reading, Cooperative's meter reading or Cooperative's estimate of consumption;
 - (d) Immediately, as determined by Cooperative, when an unsafe or dangerous condition exists on the Member's premises;
 - (e) When the Member fails to provide credit information, security deposit as set forth in Section 3.A., or has a previous unpaid separate account for electric service with the Cooperative;
 - (f) Immediately when Member is proved to have misrepresented his or her identity for the purpose of obtaining electric service;
 - (g) When Member refuses to grant Cooperative personnel access to equipment installed upon the premises of the Member for the purpose of inspection, meter reading, maintenance or replacement;
 - (h) Immediately, when the Member violates any rule of the Cooperative that adversely affects the safety of the Member or other persons, as determined by Cooperative, or the integrity of the Cooperative's delivery system; or
 - (i) Immediately, when Member causes or permits unauthorized interference with, or diversion or use of a meter bypass, Cooperative's service situated on or about the Member's premises;
 - (j) Immediately, when Member causes, permits to be caused, encourages, allows, or tolerates violence directed against the Cooperative or its employees, including but not limited to, verbal harassment or threats, assault, battery, vandalism or property damage;
 - (k) Immediately, upon the Cooperative being notified that the Member's payment is being returned by the bank due to insufficient funds, closed account, or any other reason and was received by the Cooperative for payment on a service provided by the Cooperative.
 - (l) When an individual or a Member has an outstanding debt with the Cooperative; or
 - (m) Immediately upon the Cooperative being notified that the Member's check is being returned by the bank due to insufficient funds, closed accounts, or any other reason beyond the Cooperative's control, that was received for payment of an Aid-In-Construction amount or a deposit amount.
- (2) The following reasons will not constitute sufficient cause for the Cooperative to threaten or discontinue electric service or threaten or refuse service:
 - (a) The Member'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, as determined in the sole discretion of Cooperative;
 - (b) The Member'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 as determined in the sole discretion of Cooperative. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or other provisions is not construed as a different class of service for the purpose of this rule and shall not be considered a valid reason for the Cooperative to not terminate or refuse service to a Member or proposed Member;
 - (c) 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, desires to place

the account in his or her name unless the subject individual and the Member of record cohabitated when the debt was incurred.

- (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 of the Member and may discontinue service at such successive metering point, residence, or location for nonpayment of the transferred account.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

- (1) The Cooperative may, at its sole discretion, postpone discontinuance of service if the Member is able to establish that discontinuance of service would be notably dangerous to the health of the Member, resident 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.
- (2) At the sole discretion of Cooperative, if Member is having short-term financial difficulty, the Cooperative may postpone disconnection for nonpayment upon the signing of an agreement indicating payment arrangements that are acceptable to the Cooperative. It is the responsibility of the Member to request such a postponement.

C. NOTICE REQUIREMENTS

- (1) If a Member fails to make a payment by the scheduled monthly due date, the Cooperative will notify, or attempt to notify, the Member by mail, telephone, or through electronic means, of the account's delinquent status, and the date of anticipated disconnection of service if payment is not made.

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:
 - (a) Any scheduled discontinuance shall not be scheduled less than one (1) hour before the closing of Cooperative's offices in order for the Member to speak to the authorized personnel identified in the notice given for the purposes of Member making payment arrangements in order to prevent discontinuance or obtaining reconnection; and
 - (b) The Cooperative employee who is to disconnect service at the meter is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.
- (2) The Cooperative employee who is to disconnect service at the meter will adhere to the following procedure:
 - (a) Under safe conditions, 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) Accept payment of all amounts tendered which are necessary to avert disconnection.
- (3) Disconnect procedure for locations where a remote disconnect device is installed:
 - (a) 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, which will not be scheduled less than one (1) hour before the close of Cooperative's offices in order for the Member to discuss with Cooperative office or authorized personnel for the purposes of making payment arrangements, preventing discontinuance or obtaining reconnection.

E. COLD WEATHER RULE

- (1) The provisions of the “Cold Weather Rule” establishes the disconnection procedures for delinquent accounts of any Residential Member of the Cooperative throughout the cold weather period, which extends from November 1 through March 31. The Cold Weather Rule does not apply to members on prepaid billing.
- (2) The Cooperative will not initiate the disconnection process for a Residential Member’s service between November 1 and March 31 when the local National Weather Service office forecasts the temperature to drop below 35 degrees (the activating temperature) within the following 48-hour period unless:
 - (a) It is at the Residential 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; or
 - (e) The Member causes or permits unauthorized interference with, or diversion or use of a meter bypass, Cooperative’s electric service situated on or about the Member’s premises.
- (3) In any of these situations, the Cooperative may disconnect the service immediately. Services disconnected under (c), (d) or (e) above may be restored as soon as possible after the physical problems as defined in (c), (d) and (e) above have been corrected.
- (4) Good Faith Test: To avoid disconnection during the cold weather period and qualify for the benefits of the Cold Weather Rule the Member must meet the requirements of the “Good Faith Test”. To meet the requirements of the Good Faith Test, the Member will:
 - (a) Inform the Cooperative of the Member’s inability to pay the bill in full;
 - (b) Give sufficient information to allow the Cooperative to make a payment agreement;
 - (c) Make an initial payment of the most recent bill for consumption plus one-third (1/3) of the arrearage;
 - (d) Enter a level payment plan agreement for past, current and future charges for electric service with arrears paid in equal installments over the next two (2) months. The Member and the Cooperative may negotiate other payment arrangements mutually agreeable and individualized to the Member’s situation providing the appropriate terms, after the Member has been informed that he or she has at least two (2) months in which to pay;
 - (e) Apply for federal, state, local or other funds for which the Member is eligible;
 - (f) Not obtain electric service by unauthorized interference with, or diversion or use of a meter bypass, Cooperative’s service situated on or about the Member’s premises;
 - (g) Not default on a payment plan.
- (5) Responsibilities of the Cooperative:
 - (a) Send one (1) written notice mailed by first class mail at least five (5) days prior to termination of service, and attempt one (1) telephone call at least forty-eight (48) hours prior to disconnection;
 - (b) On the day of disconnection, receive a 24-hour forecast to determine the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Cooperative must suspend for another 48-hour forecast whereby the temperature is above the activating temperature in order to initiate the disconnection procedures;
 - (c) Inform the Member by telephone, at the last known telephone number provided to the Cooperative by Member, by written notice, by personal contact, if applicable, and disconnect message on the Member door in order to notify the Member of the existence of the Cold

Weather Rule and that the Member can avoid disconnection by bringing the Member's electric bill current;

- (d) Inform the Member of, or provide a list of, organizations where funds are available to pay electric bills.

F. RESTORATION OF SERVICE

- (1) The Cooperative will restore service promptly when the cause of discontinuance of service has been eliminated, all applicable restoration charges paid, and, if required, satisfactory credit arrangements have been made.
- (2) The Cooperative will make a reasonable effort to restore service on the restoration day requested, and in any event, restoration will be made as soon as reasonably possible following the day requested by the Member.

G. 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) Record the date, time, and place the complaint is made;
 - (b) Postpone discontinuance for a reasonable period of time until a proper investigation is completed and a determination made by the Member is determined by the Cooperative to be valid or invalid;
 - (c) Investigate the dispute promptly;
 - (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, 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 Member, after investigation, and the Cooperative intends to proceed with discontinuance, the Cooperative will notify the 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 and regulations. The Cooperative "Chief Executive Officer", acting as the hearing officer, shall review the evidence as set forth by the Member. The decision of the hearing officer at such hearing shall be announced at the hearing 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 Directors. This meeting shall be in accordance with current board policies dealing with "Member Attendance" at "Board Meetings". The Board of Director's decision will be announced at the meeting or mailed to the parties at a later date.

H. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES

- (1) Any non-payment fees and all other utility charges due will 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.
- (2) Except when requested by the Member, if electric service is disconnected for any of the reasons stated in Section 5 A (1), the Cooperative will require a Disconnection Charge as filed in the

Service Fees Rate Schedule. A non-payment fee will also be assessed to a Member tenant account identified under a Landlord Agreement for non-payment.

SECTION 6 - MEMBER'S SERVICE OBLIGATIONS

A. MEMBER TO FURNISH RIGHT-OF-WAY

- (1) 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 apply herbicide to any unwanted vegetation 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. Pursuant to K.S.A. 17-4627, no action or suit may be brought against a cooperative doing business in this state, or against any agent, servant or employee thereof, by reason of the maintenance of electric transmission or distribution lines on any real property after the expiration of a period of two (2) years of continuous maintenance of such lines without the consent of the person or persons legally entitled to object to such maintenance.

B. ACCESS TO MEMBER'S PREMISES

- (1) The Member shall give the duly authorized agents and employees of the Cooperative full and free access to the premises of the Member for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative's facilities on the premises of the Member, reading meters, 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 shall be of the type approved by the Cooperative and shall meet the requirements of the National Electric Safety Code, 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 Member shall 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 Safety Code, the National Electrical Code and all state and municipal codes insofar as they apply.

D. PROTECTION OF MEMBER'S EQUIPMENT

- (1) The Member shall be responsible for determining whether the Member'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 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 shall, at his or her own expense, furnish on such Member's installation any necessary protective equipment.

E. DANGEROUS OR DISTURBING USES.

- (1) The Member 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 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, as determined solely by Cooperative, the Member'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 Member or other persons, or the integrity of the Cooperative's delivery system.

F. INSPECTIONS AND RECOMMENDATIONS

(1) 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 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 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

(1) Defective appliances or fixtures shall be disconnected at once and properly repaired before further use. Defective appliances or fixtures includes 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 Member's premises, Member shall open the service switch immediately to shut off the flow of electric energy and notify Cooperative immediately.

H. CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT

(1) Member shall consult with the Cooperative before causing or permitting any construction that will affect any of the Cooperative's service facilities or equipment. Member 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 fastening thereto, support, or any purpose whatsoever, nor shall 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 shall be required to reimburse the Cooperative for any costs and expenses due to a change in the location of meters, service lines, or other equipment made at the request of 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 shall be sufficient cause for discontinuance of service under Section 5.A.(1).

I. PROTECTION OF COOPERATIVE'S PROPERTY

(1) The Member at all times shall protect the property of the Cooperative located on the premises of the Member 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 the 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 any carelessness, neglect, tampering, or misuse by the Member, any members of his family, or his agents, servants, or employees, the Member shall 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 when Cooperative determines 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 it is determined by Cooperative evidence of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered by Cooperative.
- (2) In such event, the Cooperative may require the Member to pay all expenses, including but not limited to all bills, including a bill for such amount of electric service as the Cooperative may estimate from the estimated charges for lost kWh for the previous twelve (12) months, as determined from available information made available to Cooperative, 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 service is restored, the Member 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 also to give satisfactory assurance that such tampering and fraudulent use of electric service will be ceased immediately.
- (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 Member.

K. INDEMNITY TO COOPERATIVE

- (1) The Member shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense, or loss, damage, or injury or death to persons or property, in any manner directly or indirectly connected with, or rising 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 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 Member or other members of the Cooperative, 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

- (1) No Member 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. DISTRIBUTED GENERATION

- (1) All distributed generation installations shall be operated per Cooperative policy and applicable tariffs. Prior to being energized, all distributed generation installations must be inspected and approved by a Kansas licensed professional engineer or licensed electrician in the State of Kansas.

SECTION 7 - COOPERATIVE'S SERVICE OBLIGATIONS

A. OVERHEAD AND UNDERGROUND SERVICE INSTALLATION

- (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 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 pole for attachment to the Member'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 sockets, disconnects, meters, and related appurtenances by the Cooperative. All service entrance wires and appurtenances thereto beyond this point shall 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 one of the Member's buildings. The Cooperative will designate the point to which its service wires will be brought on the exterior of the building for attachment to Member's service entrance wires. Metering equipment attached to the building shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter sockets, disconnects, meters, and related appurtenances by the Cooperative. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the Member.
- (3) All overhead service installations will be administered in accordance with the Cooperative's Construction and Service Standards.
- (4) The Cooperative shall determine those areas where underground electric facilities shall be furnished in accordance with the Cooperative's Construction and Service Standards.
- (5) A Member 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.
- (6) Any Member desiring underground service to their building shall 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 meter loops, meter sockets, disconnects, meters, wires and appurtenances to be installed beyond this point of service.
- (7) Where underground service is installed, the transformer, meter pedestal 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.

B. ENERGIZING BY COOPERATIVE ONLY

- (1) Only authorized Cooperative employees shall be permitted to energize the Cooperative's facilities. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5.A.(1).

C. 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 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. The Member is responsible for all locates beyond the Cooperative's point of delivery.
- (2) The point of delivery at which electric energy is furnished to Member will be the Cooperative's meter or metering equipment on Member's premises, unless otherwise defined by the Member'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 Member'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 Member's point of delivery, and one (1) meter installation to measure such electric service to the Member for each class of service.
- (5) The Cooperative shall 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.L.

D. PROPERTY OF THE COOPERATIVE

- (1) All facilities furnished and installed by the Cooperative on the premises of the Member shall 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 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 Member's Electric Service Agreement or upon discontinuance by the Cooperative of electric service to the Member for any reason.

E. CONTINUITY OF SERVICE

- (1) 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, breakdowns or injury to equipment, extraordinary repairs, an act of God, 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.

F. CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE

- (1) The Cooperative shall 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 federal, state, or municipal authority.

G. RESTORATION OF SERVICE

- (1) In all cases of curtailment, irregularity, interruption, or suspension of service, the Cooperative will make a reasonable effort to restore service without necessary 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 Member and shall not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, or suspension of electric service. The 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.

H. POLE ATTACHMEN/JOINT USE AGREEMENTS

(1) Member-owned equipment is not permitted to be attached to Cooperative-owned structures, unless otherwise authorized in a Joint Use Agreement entered between Member and Cooperative. Limited electrical outlets, switches and breakers may be installed by the Member on the meter-pole, as part of their electric service, as long as the installation is compliant with the National Electric Code and notice is provided to Cooperative prior to installation.

I. LIABILITY OF COOPERATIVE

(1) 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 or public enemy, strike, or other labor disturbance involving the Cooperative or the Member, civil, military, or governmental authority, or any cause beyond the Cooperative's control.

SECTION 8 - LINE EXTENSION POLICY

- A. The Cooperative extends its distribution facilities to Members in accordance with Operating Policy 506 – Line Extensions. This policy sets forth the service connection and distribution line extension requirements to be observed by the Cooperative in a manner which fairly allocates the cost of system growth and minimizes the effect of growth upon rates. The policy is approved by the Board of Directors and is on file at the Cooperative’s office.

SECTION 9 - METERING

A. METERING OF SERVICE

- (1) 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 sockets, disconnects, meters, and related appurtenances. The Cooperative may install a remote disconnect at any metering location.

B. SEPARATE METERING

- (1) Where Cooperative's Rate Schedules provide for separate metering of different classes of service, Member'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 Member.

C. MULTI-METERING INSTALLATIONS

- (1) The Cooperative will eliminate, on a prospective basis, the practice of providing electric service to more than one (1) 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. Member's wiring shall 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 (1) meter where energy savings can be achieved through the use of energy systems which require master metering.
- (3) Where two (2) or more Residential Members or dwelling units in a Multiple Residential Complex are served through one (1) meter, the respective Rate Schedules shall be applicable by multiplying the kWh of each rate block and the minimum by each number of dwelling units.

D. CHANGES IN METER INSTALLATIONS

- (1) Cooperative will, at its expense, make all changes in Cooperative's installed meter loops, meter sockets, disconnects, meters, and related appurtenances on Member's premises that are required to meet the Member's reasonable and identifiable increase in demand for electric service. Upon the written request of the Member, and at his or her expense, the Cooperative shall attempt to reasonably accommodate the Member regarding these changes.
- (2) Changes requested by the Cooperative that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, etc., and in the Member's entrance wires, entrance switches, etc., shall be provided at the Cooperative's expense.
- (3) Changes requested by the Member that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the Member's expense.

E. METER SEALS

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

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 a watt-hour meter, while in service or on its removal from service, shall register to 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 the 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 six months preceding the test or for the time the meter has been in service at the location if less than six months, or from the actual time the meter became damaged if such time can be positively determined and is less than six 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 Member concerned any overcharge caused thereby 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 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 Member 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 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;
- (d) In the case of a non-registering meter which has been read by the Cooperative during the period of non-registration, the Cooperative shall not render a bill for estimated consumption extending over more than two (2) years.

G. DEMAND METERS

- (1) 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.

H. SPECIAL METER TESTS

- (1) In the event a Member requests the Cooperative to test a meter, the Member 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 Member.

SECTION 10 - GENERAL CLAUSES

A. WAIVER

- (1) Waiver by the Cooperative with respect to any default by a Member 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 Member.

B. LEGAL NOTICES BETWEEN MEMBER AND COOPERATIVE

- (1) All notices addressed to the Cooperative shall be in writing and no telephone or in person 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 being performed for the convenience of the Member and at his or her 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 non-written communications from the Member.

C. AUTHORITY AND WAIVER

- (1) The requirements contained in these Rules and Regulations may be waived in individual cases by the Board of Directors of the Cooperative upon written notice to the Member and a showing that compliance with the requirement would serve the interests of neither the Cooperative nor the Member. 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.

D. REQUEST FOR INVESTIGATION OR COMPLAINT

- (1) If 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. The complaint will be escalated as follows:
 - (a) The CEO will direct the appropriate senior manager(s) to investigate the complaint and respond. The senior manager(s) will respond to the complaint and brief the CEO on the findings of the investigation as well as the response that was provided to the Member;
 - (b) If the Member determines the response is not adequate, the Member may escalate the complaint further by requesting a meeting with the CEO to discuss the complaint in additional detail;
 - (c) After meeting with the CEO and determining that the CEO's response is not adequate, the Member may escalate the complaint to the highest level by requesting a meeting with the Board of Directors. An investigation of the complaint will be made by the Board of Directors or its authorized representative. The Board of Directors 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 Directors. The Board of Directors will then consider what, if any, action should be taken on the Member's complaint.