



Rules and Regulations

III-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, shall have the specific meanings given below:

- A. **COOPERATIVE:** Rolling Hills Electric Cooperative, Inc.
3075B US Hwy 24
P.O. Box 339
Beloit, Kansas 67420
Phone: 785-534-1601
- B. **COMMISSION:** Kansas Corporation Commission of the State of Kansas
1500 SW Arrowhead
Topeka, Kansas 66604, or any successor of such Commission.
- C. **MEMBER:** Any natural person, firm, association, corporation, business trust, partnership, or any body politic including, local, regional, state, or federal governments, and any agency or division of a government applying for or using a Cooperative Service, as outlined in the Cooperative Bylaws, Section 2.1, Member Qualifications.
- 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 in which the Cooperative may provide a Cooperative Service. .
- F. **VILLAGE:** The area within the unincorporated boundaries of communities in which the Cooperative may provide a Cooperative Service.
- G. **RURAL:** All areas not included in the Town or Village area in which the Cooperative may provide a Cooperative Service.
- H. **GOVERNING DOCUMENTS:** Governing Documents mean the written membership application and/or Membership Agreement or Agreements signed by an applicant or Member and all the following documents and actions, all as currently existing or as later adopted or amended: (1) all laws regarding or affecting the Cooperative's property, property rights, and assets, the Cooperative's operation, the Cooperative's Members and patrons, the provision and use of Cooperative services, Cooperative equipment, and Member equipment connected to the Cooperative equipment; (2) the Articles of Incorporation; (3) the Bylaws (4) the Cooperative's service rules and regulations; (5) the Cooperative's rate and price schedules; and (6) all rules, regulations, requirements, guidelines, procedures, policies, programs, determinations, resolutions, or actions taken, adopted, promulgated or approved by the Board. Bylaw Article 2.2.



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DESIGNATED OR DEFINED TERMS: Definitions or **terms** as contained in the Cooperative's Bylaws shall be applicable to these Rules and Regulations unless clearly inconsistent therewith.

COOPERATIVE EQUIPMENT AND FACILITIES: The term facility, facilities, Cooperative equipment, or words of similar import, as used in these Rules and **Regulations** means Cooperative Equipment as defined in the Cooperative Bylaws. Article 2.2.

- I. **ELECTRIC SERVICE AGREEMENT:** The agreement under which the Cooperative supplies a **Cooperative Service** to the ~~Customer~~ **Member**.

- J. **MULTIPLE RESIDENTIAL COMPLEXES:** Includes newly constructed mobile home courts and apartment buildings as well as, renovated mobile home courts and apartment buildings where the renovation costs exceed fifty percent (50%) or more of the value of the building or structure. The term does not include:
 - (a) operations catering 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.

- K. **LICENSED PHYSICIAN:** A physician certified to practice medicine by the Kansas State Board of Healing Arts as a Doctor of Medicine and Surgery, Doctor of Osteopathic Medicine and Surgery, or a licensed Physician's Assistant or Nurse Practitioner.

Secretary

APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**



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III-2: APPLICATION FOR SERVICE AND AGREEMENTS

- A. APPLICATION BY MEMBER: An application for membership shall be made in writing by Customer the applicant to Cooperative on the Cooperative's Application and Agreement for Electric Service form, which may be modified from time to time. However, the applicant may, at the discretion of the Cooperative, be connected based on an oral request, provided the written agreement is signed within ten (10) days. The Application becomes an Electric Service Agreement contract when accepted in writing by the Cooperative, or upon establishment of or acceptance of a Cooperative 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) A Cooperative service shall be supplied to the Member under the provisions of the Cooperative's Articles of Incorporation, Bylaws, Member's Electric Service Agreement, and the Cooperative's applicable Rate Schedules, Rules, and Regulations adopted by the Board of Trustees, as such Rate Schedules, and Rules and Regulations may be altered from time to time or as otherwise established by any special Contract, Agreement, with the Member. The taking or use of any Cooperative Service by a applicant or Member shall constitute acceptance of, and an agreement to be bound by the Electric Service Agreement and Governing Documents. Any changes in Rate Schedules, Rules, and Regulations, or applicable Governing Documents shall act as a modification of the Electric Service Agreement then in existence without further notice to the Member.
 - (2) The Member shall furnish upon request sufficient information relative to the size and characteristics of the load; the location of the premises to be served; and information needed to designate the class or classes of electric service to be supplied and the conditions under which it shall be supplied.
- C. RATES: Rates for electric service will be those of the Cooperative as currently in effect, at the applicable time, subject to applicability to the Members and subject to change as provided by the Governing Documents or law. Copies of the Rate Schedules as currently in effect may be reviewed at the offices of the Cooperative. Members' eligibility for service under any particular rate schedule shall be determined solely by the Cooperative based on the eligibility criteria set forth in the applicable 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 the Member to determine the rate schedule under which the Member will receive service. In the event that the Member makes no such election, the Cooperative may provide service under the rate schedule, which the Cooperative determines to apply to the Member. The Cooperative shall not be liable for and shall be held harmless, from Member's failure to elect the appropriate rate schedule under which service is provided.
- D. TERMS OF CONTRACT: Unless otherwise specified, Electric Service Agreements shall be effective for an initial period of one (1) year 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) year commensurate with the service facilities and

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equipment (See III-8). Service shall be continued after the expiration of the initial **term until discontinued or terminated by the Cooperative or** canceled by the **Member** upon proper notice to the Cooperative.

- E. **TEMPORARY SERVICE: Temporary service is defined as a service intended to 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, which is determined as follows:
- (1) An amount equal to the 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
 - (2) A security deposit or deposits, if required and in accordance with these Rules and Regulations.
 - (3) Refund: Upon removal of temporary service, all charges in excess of the Temporary Service Minimum Fee or the actual cost to the Cooperative, whichever is greater, shall be refunded to the Member after the bills for electric service have been paid.
- F. **IDLE/SEASONAL SERVICE: Not to be confused with Revenue Class Seasonal Service, Idle/Seasonal service is defined as an established service for retention of idle facilities in which the Member plans to establish or resume service for the next seasonal period. Seasonal period is considered less than twelve (12) months. Seasonal usage may be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established as outlined below.**
- (1) **Member covers all costs associated with the seasonal service.**
 - (2) **Member will be billed an annualized Monthly Minimum plus any Service Disconnect/Reconnect Fees for the meter removal and installation associated with seasonal service.**
 - (3) **A security deposit or deposits, if required in accordance with these Rules and Regulations.**
- G. **CHANGE OF OCCUPANCY: When a change of occupancy is to take place on any premises supplied with a Cooperative Service, the outgoing Member shall give written or oral notice to the Cooperative not less than seven (7) days before the date of change. If the Cooperative permits an oral connect or disconnect request, a record, utilizing the Cooperative employee's name or code, should be made of the request. The record should be retained for at least four (4) months. The outgoing Member shall be held responsible for payment of all Cooperative Services provided until the requested time of termination. If no such notice is given, the outgoing Member shall be held responsible for all Cooperative Services provided during the time in which the account continues to be in the Member's name as shown by the records of the Cooperative.**



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The **Member** shall not by such notice be relieved of any obligations already accrued under the Electric Service Agreement or other contract with the Cooperative.

When a Member is moving from any premises supplied with one or more Cooperative Services to any other premises supplied with a **Cooperative Service** the Cooperative **may** transfer any unpaid balance to any other account of the Member.

- H. RE-SELLING OR REDISTRIBUTING OF SERVICE: **Electric service** provided to a Member is for the sole use of the **Member at the agreed location**. The **Member** shall not sell, share, or re-deliver **a Cooperative Service or electricity** to any person or entity, except where specifically provided by an applicable Rate Schedule or special contract. Any infraction of this rule shall be sufficient for discontinuance of service under III – 5, A, (1).
- I. IDENTIFICATION OF AN AGENT: A Member may designate an Agent on 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 Rolling Hills receives notice from the Member in writing to terminate the Agent. Termination of the designated Agent will also occur if the Member deceases.
- J. REVERT-TO-LANDLORD AGREEMENT: The Revert-to-Landlord Agreement grants Rolling Hills permission to transfer the electrical service of a landlord's listed properties into the landlord's name as referenced in the landlord agreement. If the tenant is enrolled in the Cooperative's prepay billing, the electric service will be transferred per the Cooperative's prepaid agreement. The landlord must maintain current contact information with the Cooperative at all times. If the landlord is delinquent on the landlord's payments to the Cooperative it may result in termination of all Revert-to-Landlord Agreements.
- K. SECURITY LIGHTS: Members requesting leased security lights will be responsible for all costs above the standard installation. If a request for disconnection of a security light is less than twelve (12) months since the same member requested the security light to be connected, such member shall be billed for the remaining disconnected months. Member-owned equipment is not permitted to be installed on Cooperative-owned structures unless otherwise authorized by the Cooperative.



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APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**

Secretary



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III-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 credit information may be requested **as a part of the Application and Agreement for Electric Service or otherwise**. The Cooperative may request positive identification (identified as a photo with a name) from Residential **Members**. If positive identification is not immediately available, a **Member** providing a full deposit shall have **seven (7)** days to provide positive identification. If the **Member** fails to provide identification by the end of the **seven (7)** day period, the **Member's** electric service may be disconnected in accordance with III-5, A, until such time as positive identification is provided.
- (2) Security Deposit Required: The Cooperative may, at the time of Application for Service, require a security deposit to guarantee payment of bills for electric service rendered if:
 - (a) The Cooperative establishes that the **Applicant/Member** has an unsatisfactory credit rating or has an insufficient prior credit history upon which a credit rating may be based.
 - (b) The **Applicant/Member** has outstanding with the Cooperative or other utility, an undisputed and unpaid service account that accrued within the last five (5) years.
 - (c) The **Applicant/Member** has obtained electric service by tampering with the electric equipment of any utility within the last five (5) years. Tampering is defined as:
 - (i) **Making** a connection of any wire, conduit, or device, to any service 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 that has not been measured.
 - (d) The **Applicant/Member** desires or has contracted for a potential electric load, of such magnitude, that a failure to make timely payment on the **Member's** account could create a significant adverse financial effect on the Cooperative. Significant adverse financial effect is defined as the dollar figure equal to or greater than 5% of any one **month's** power cost for the Cooperative.



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- (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 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 other utility, an undisputed and unpaid service account that accrued within the last five (5) years.
 - (c) The **Member** has obtained electric service by tampering as defined in III-3, A, (2), (c), from any utility within the last five (5) years.
 - (d) The **Member** fails to pay an undisputed bill before the delinquency date for **two (2)** consecutive billing periods, one of which is at least 60 days in arrears.
 - (e) The **Member's** electric load (is of) or (increases to) such magnitude, that a failure to make timely payment on the **Member's** account could create a significant adverse financial effect for the Cooperative. Significant adverse financial effect is defined as the dollar figure equal to or greater than 5% of any one **month's** power cost for the Cooperative.
- (4) **No deposit will be required because of a Member's race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal for retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs), or any other protected characteristic as outlined in the Cooperative's Statement of Nondiscrimination.**
- (5) **Guaranty, Surety Bond, or other Financial Instrument: In lieu of requiring a security deposit, the Cooperative may accept as security for payment of any Member obligation to the Cooperative, an acceptable guaranty, surety bond, or letter of credit from a financially responsible party (a surety) as security for payment of a Member's financial obligations to the Cooperative. Also, the Cooperative may accept the written guarantee of any of its Residential Members, as surety for the payment of another Residential Member's financial obligations to the Cooperative. The Cooperative may require the Guarantor to sign an agreement allowing the Cooperative to transfer the Member's debt to the Guarantor's account. The debt will be assumed by the Guarantor and the Guarantor will be bound by these Rules and Regulations and Bylaws of the Cooperative for repayment of the debt.**

In the event the **Member's** debt is transferred to the Guarantor's account, the Guarantor shall pay the deposit and can be disconnected for nonpayment under conditions set out in III-5 or the Cold Weather Rule. The Cooperative shall not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit. The Guarantor of a Residential **Member** shall be released upon non-delinquent payment of all undisputed proper charges for **Cooperative Services as outlined in III-3, D, prior to the date of cancellation or** 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

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Cooperative may require the ~~Customer~~ **Member** to make a cash deposit or obtain a surety bond or another written guarantee for the remainder of time until the deposit is returned or until **the Cooperative Service** is terminated.

- (6) **ACH Payment Method: In lieu of a security deposit, the Cooperative may allow a Member to execute an ACH Bank Draft Agreement and be bound by the rules outlined in III-4, H, and III-5 (A)(1)(j).**

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

- (1) For Residential and Small Commercial **Members**, the amount of the security deposit or surety bond required shall not exceed the amount of that **Member's** projected average of two (2) **months'** bills. If the **Member** has been documented to have obtained a **Cooperative Service** by tampering as defined in III-3, A, (2), (c) within the last five (5) years, an additional deposit based on one **month's** average use may be assessed.
- (2) For other than Residential or Small Commercial **Members**, the deposit or surety bond shall not exceed the amount of the **Member's** projected largest two (2) **months'** bills. If the **Member** has been documented to have obtained electric service by tampering as defined in III-3 A, (2), (c) within the last five (5) years, an additional deposit based on one **month's** largest usage may be assessed. The security deposit of **Members** other than Residential or Small Commercial **Members** shall be payable in full at the time of application or upon notice as provided in III-3, A.
- (3) For purposes of establishing security deposits and projecting monthly bills, the Cooperative shall consider the length of time the **Member** can reasonably be expected to take a **Cooperative 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 shall **not be** 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 **Cooperative** account. Disconnection for non-payment of security deposit shall be governed by III-5, A, (1) of these Rules and Regulations.

- (5) The security deposit will be payable in full at the time of **receipt or** commencement of a **Cooperative Service** or upon notice.

- (5) For purposes of this section, rate classes will be determined by applicable rates as determined by the Board of Trustees.

C. SECURITY DEPOSIT RECEIPTS:



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- (1) The Cooperative shall maintain a record of all security deposits received from **Members** showing the name of each ~~Customer~~ **Member**, the address of the premises for which the security deposit is maintained, the date and the amount of the deposit, and the date and amount of interest paid.
- (2) **When the Cooperative accepts a security deposit, a non-assignable receipt shall be issued to the Member, upon the Member's request.**

D. REFUND OF SECURITY DEPOSIT:

- (1) Upon termination of service, if the security deposit is not to be transferred, the **Member's** deposit shall be refunded less any unpaid service bills, including simple interest at a rate not less than that provided by K S.A. 12-822 and amendments **thereto**; provided that, **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.
- (2) Security deposits taken from Residential **Members** who make non-delinquent payments of undisputed bills for Cooperative Service for twelve (12) **consecutive** months with no undisputed bill unpaid after 30 days beyond the due date, shall be either credited with simple interest to their utility bills or, if requested, refunded. The month(s) of a disputed bill (s) shall be ignored in this calculation. Non-residential deposits under \$500 shall be returned after 36 months of on-time payment. The payments need not be consecutive. Non-residential deposits of \$500 or more may be retained until termination of service. A deposit **shall** not be returned until all undisputed amounts are paid.
- (3) Interest payments on residential or non-residential deposits shall be credited to the **Member's** bill or refunded at least once a year **or when deposits are refunded.**

E. SECURITY DEPOSIT NOT A WAIVER: The fact that a security deposit has been made **does not** relieve the Member from complying with the Cooperative's **Governing Documents**, 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.

F. **WAIVER OF SECURITY DEPOSIT:** In circumstances where the Cooperative determines that a **Member is currently not subject to a security deposit or guaranty or when a Member participates in the Prepay Service**, the Member is not relieved from complying with the Cooperative's **Governing Documents** nor shall it constitute a waiver or modification of the regular practices of the Cooperative providing for disconnection of service for non-payment of sums due the Cooperative for service rendered.



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APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: May 27, 2014

Revised: **/**/**

Secretary



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III-4: BILL PAYMENT

- A. PAYMENT OF BILLS:** All bills for electric service are due and payable upon receipt. Bills will normally be sent by mail, or with a Member's agreement, request, or understanding, if acceptable to the Cooperative may be sent by electronic means. The non-receipt of a bill by a **Member** shall not release or diminish the obligation of the **Member** for the full payment thereof including penalties and interest.
- B. CONTENTS OF BILLS:**
- (1) The Cooperative shall normally bill each **Member** each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, **or other basis at the sole discretion of the Board of Trustees**. Each service bill issued to a **Member** shall show:
- (a) **The beginning and ending meter registration for the reading period, except that estimated billings shall disclose that it is based on estimated usage;**
 - (b) **The date of the bill and if available, the date of the meter reading;**
 - (c) **The final date by which a payment can be received before a delinquency charge is imposed;**
 - (d) **The actual or estimated usage during the billing period;**
 - (e) **The amount due for prompt payment and the amount due after delinquency in payment;**
 - (f) **The fuel, power, or energy cost adjustment in cents per kilowatt-hour (kwh) and the total amount of the adjustment, if applicable;**
 - (g) **The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection, installment payments, and other utility charges authorized by the Board of Trustees;**
 - (h) **Any other cost adjustment that is stated separately.**
 - (i) **The total amount due for the current billing period;**
 - (j) **The amount due for franchise fee and sales taxes; and**
 - (k) **The address and telephone number of the Cooperative where a Member may report a disputed bill, make an inquiry concerning a bill, delinquency, or termination of service, or otherwise express a concern.**

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- (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 with providing a Cooperative Service not otherwise subject to a tariff.** If the **Member** makes a partial payment for the total bill, the Cooperative shall credit payment; (a) first to additional utility charges (such as disconnection/reconnection fees) and, (b) then to the balance outstanding for utility service beginning with the oldest service debt, (c) then to special charges.
 - (3) If the **Member** is paying in advance, each bill shall also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.
 - (4) **The Member's bill shall also show any adjustment to previous billings based on estimated usage or inaccurate information. Should the error be in the Member's favor, the adjustment shall be calculated for the period that the problem existed or for which records allow a calculation, not to exceed five (5) years. Should the error be in the Cooperative's favor, the adjustment shall be calculated for the period that the problem existed or 18 months, whichever is shorter. If, however, the adjustment is the result of tampering by the Member, the period shall be as long as records can support the adjustment. If the adjustment shows a net balance due the Cooperative, the Member shall be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time mutually agreed to by the Member and an authorized Cooperative representative. If a net balance is due the Member, the Member shall be given either a credit on subsequent bills or a refund, if the overpayment exceeds the average of three months' bills or a minimum of one hundred dollars (\$100) and a refund is requested.**
- C. METER READING PERIODS: Unless otherwise provided in the Rate Schedules, meters shall be read at intervals approximating the billing period.
- D. ESTIMATED USAGE:
- (1) The Cooperative may render a bill pursuant to estimating procedures approved by the Board of Trustees if the bill is **rendered when the Cooperative is unable to obtain an actual meter reading for whatever reason.**
 - (2) The Cooperative may render a bill based on estimated usage when the **Member** is paying in advance **for usage** where payments are based upon an estimated, projected average **or budget billing plan.**
 - (3) When the Cooperative renders an estimated bill in accordance with this Section it shall:
 - (a) **Maintain accurate records of the reasons therefore and efforts made to secure an actual reading;**
 - (b) **Clearly disclose on the bill that it is based on estimated usage; and**



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- (c) **Make any appropriate adjustment upon subsequent reading of the meter.**
- (4) All adjusted bills and bills covering more than a one-month period shall be based on increasing the length of the rate blocks according to the number of months involved, i.e., the rate blocks shall be doubled for a two-month reading, tripled for a three-month reading, etc. Adjustments shall not be prorated for less than a one-month period. Adjusted bills shall show the credit due to the **Member** for amounts paid that were based on the **Member's** readings or the Cooperative's estimate and shall show the balance due and payable.
- (5) Fuel, power, or energy cost adjustments covering more than a one-month period shall be based on the most recent adjustment calculation **in effect**.
- (6) **All past adjustments will be brought to accuracy once an actual reading is obtained.**
- E. **CASH PAYMENT:** The Cooperative may require that the **Member** make payment of bills by cash, certified checks, or money order. The Cooperative shall give seven (7) days' notice to the **Member** whenever **personal** checks shall no longer be accepted for payment of bills.
- F. **RETURNED CHECK CHARGE:** The Cooperative may require **from the Member** a Returned Check Charge, as filed in the Service Fees Rate Schedule, **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, property, or other tax of any kind on the Cooperative, the amounts thereof insofar as practical, **will** be charged on a prorated basis to **all Members** receiving a Cooperative Service from the Cooperative within the boundaries of such taxing sub-division. This tax charge, in all cases, shall be in addition to the regular charges for any Cooperative Service provided.
 - (2) **Gross Receipts Tax:** Where a tax is levied on a percentage of gross receipts, that percentage shall be applied to each affected **Member's** bill, and the amounts so computed shall 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** shall 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 Town, Village, or Rural Residential Member.
 - (2) **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 preceding eleven (11) months or an estimated bill for electric service to be rendered during the contract



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period, which divided by the number of months in such contract period, will be the monthly installment.

- (3) Conditions of Budget Payment Plan: The Member will be entitled to receive electric service under the Budget Payment Plan provided Member will agree:
- (a) To pay each monthly installment on or before the penalty date thereof;
 - (b) To pay the late payment charge provided in these Rules and Regulations if a bill becomes delinquent;
 - (c) That failure to pay any monthly installment on or before the delinquent date may be cause for termination by the Cooperative of the Budget Payment Plan with respect to Member, in addition to other remedies permitted by these Rules and Regulations;
 - (d) That failure to pay any monthly installment on or before the delinquent date for two consecutive months will cause the Member to be ineligible for the budget payment plan;
 - (e) That once terminated from the Budget Payment Plan and unless otherwise authorized by the Cooperative, to again be eligible, a Member must pay on time for twelve (12) consecutive months;
 - (f) That the estimate shall 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 shall immediately terminate;
 - (g) 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 shall be billed or credited to Member at once;
 - (h) That until terminated by either party, the Budget Payment Plan shall be renewed automatically;
 - (i) That the Budget Payment Plan may be periodically reviewed by the Cooperative and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the contract period shall substantially exceed the estimate; and
 - (j) That the difference between the accumulated total amount of the Member's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period shall be charged or credited, as the case may be, to the service bill for the final month of such contract period which shall be subject to settlement before the start of the next contract period.

I. PREPAY SERVICE:

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- (1) Prepay Service Accounts Eligibility, Enrollment, and Billing: Prepay service is available to all Residential Members as an option subject to the following provisions:
 - (a) The Member's existing account, if any, must be currently paid in full when participation commences;
 - (b) Any security deposit previously paid by the Member will be applied in full to the Member's outstanding balance at the commencement of the service and any credit remaining will be applied to the Member's Prepay account;
 - (c) The Member must pay an activation fee and all other applicable fees and equipment charges prior to commencement of the service, as listed in the Service Fees Rate Schedule;
 - (d) The Member must sign a Prepay Service Agreement prior to commencement of the service;
 - (e) A Member desiring Prepay service shall make a request to the Cooperative to be enrolled in the Prepay service;
 - (f) The Cooperative will allow enrollment into Prepay service if the Member meets the eligibility requirements;
 - (g) The Member is responsible for monitoring their account on a frequent basis and any account with a zero or negative balance is subject to immediate disconnection;
 - (h) The Member may make payment of prepay accounts by cash, certified checks, credit card, debit card, cashier's check, or money orders;
 - (i) An interim settlement will be made when a bill is calculated each month in the usual manner using the applicable rate and the applicable adjustments appropriate for that month;
 - (j) A full settlement of the account shall be made when participation in the plan is ended.
- (2) Delinquent Prepay Service Accounts and Collections:
 - (a) Prepay accounts become delinquent immediately upon failure to maintain a positive balance. It is the responsibility of the Member to monitor their account balance and usage and protect themselves from being disconnected. The Cooperative may discontinue service and remove the meter for such delinquency immediately with no notice to the Member.
 - (b) Prepay accounts may result in the Member being disconnected on weekends, holidays, or during severe weather and can occur regardless of the medical and health condition of any person located at the address where electric service is furnished under the Prepay Program. Prepay accounts will not be monitored and are



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not subject to the conditions of the Cold Weather Rule (III-4, M), and are not eligible for credit extensions or payment arrangements.

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

J. 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 penalty in an amount equal to the rate stated within the applicable Service Fees Rate Schedule times the delinquent amount owed for current electric service shall be added to the Member's bill, and collection efforts by the Cooperative shall be initiated.
 - (3) If the last calendar day for remittance falls on a day when the Cooperative's office is not open to the general public, the final payment date shall be extended through the next business day.
- (1) DEFAULT: 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 shall constitute a default by the Member in his or her Electric Service Agreement.
 - (2) BILLING OR OTHER ERROR(S): If a billing or other error by the Cooperative results in a member being undercharged for the actual amount of electricity provided to the member by the Cooperative, then upon discovery of the error, and regardless of the cause or duration of the error, the Cooperative will issue a supplemental billing reflecting the corrected amount owed by the member; and the member shall remit payment to the Cooperative for such supplemental billing. The Cooperative may make arrangements for the payment of such supplemental billing on an installment basis, subject to such terms and conditions as may be approved by the General Manager.

K. COLD WEATHER RULE:

- (1) Although the Cooperative is a deregulated electric utility and not subject to the provisions of the Kansas Corporation Commission Cold Weather Rule (CWR) the Cooperative will make reasonable efforts to comply with the cold weather rule as set forth herein and thus establishes the disconnection procedures for any qualifying Residential Member of the Cooperative throughout the traditional cold weather period, which extends from November 1 through March 31
- (1) The Cooperative will not disconnect a Members service when the local National Weather Service office forecasts the temperature will drop below 35 degrees Fahrenheit within the next 24-hour period unless:
 - (a) It is at the Member's request;

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- (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 tampering of as defined III-3, A, (2), (c), the electric service situated or delivered on or about the **Member's** premises.

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

In order to keep from getting disconnected when the temperature is 35 degrees Fahrenheit or above, or to get reconnected regardless of temperature, a Customer must comply with the provisions of the Good Faith Test.

- (2) Good Faith Test: To meet the Good Faith Test and qualify for the benefits of the Cold Weather Rule, 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 a payment of the most recent bill, plus one-third of the arrears;
- (d) Apply for federal, state, local, or other funds for which the **Member** may be eligible;
- (e) Not obtain electric service by tampering as defined in III-3 A, (2), (c); and
- (f) Enter into a payment plan to provide for payment of remaining arrearages over two months following the initial arrearage payment and not default on that payment plan.

- (3) Responsibilities of the Cooperative:

- (a) The Cooperative will send one written notice mailed first class at least **five (5)** days prior to termination of service. A **Member** may not be disconnected until a **24-hour** forecast above the activation temperature is predicted by the National Weather Service office. During the first 24 hours, which shall be the day prior to disconnection, the Cooperative shall make at least one telephone call attempt with the **Member** of record and make one attempt on the day of termination of service. The telephone call attempt(s) the day prior to disconnection is in addition to the already existing



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notice requirements contained in the standards under Policy III-5. If the **Member** is not contacted during the phone call(s) the day prior to **or of** termination of service, the Cooperative employee shall leave a disconnect message on the **Member's** door or other conspicuous location on the **Member's** premises on the day **of** disconnect.

- (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 may not be carried out and the Cooperative must wait for another **24-hour** forecast above the activating temperature **and follow the same procedures** prior to disconnection.
- (c) If the **Member** has payment difficulty and contacts the Cooperative, the Cooperative will inform the **Member** of the following:
 - (i) The existence of the Cold Weather Rule;
 - (ii) That the **Member** can avoid disconnection by complying with the Good Faith requirements **and/or bringing the Member's electric bill current.**
 - (iii) Inform the **Member** of, or provide a list of organizations where funds are available to pay electric bills;
 - (iv) **All other payment arrangements for which the Member might qualify;**

(4) Other Provisions

- (a) **The Cooperative reserves the right to install a meter with service limiting or remote disconnect functionality (III-5, D, and III-5, E, respectively).**
- (b) The **Member** should be encouraged to renegotiate Cold Weather Rule payments if he or she receives utility or other lump sum assistance.
- (c) **Due to the resources required, the Cold Weather Rule (III-4, M) does not apply to Prepay Service Accounts.**

Secretary

APPROVED BY THE BOARD OF TRUSTEES
Date: January 3, 2002
Revised: **/**/**



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III-5: DISCONTINUANCE OF SERVICE

A. COOPERATIVE'S REFUSAL OR DISCONTINUANCE OF SERVICE:

- (1) A Cooperative Service may be refused, terminated, or discontinued by the Cooperative:
 - (a) When requested by the Member;
 - (b) When the service is abandoned;
 - (c) Upon seven (7) days written notice, when Member's bill for electric service or other charges becomes delinquent, as provided in III-4, L, whether the bill is based on Member's meter reading, Cooperative's meter reading, or Cooperative's estimate of consumption;
 - (d) Immediately, when an unsafe or dangerous condition exists on the Member's premises or has been created by the Member;
 - (e) Upon seven (7) days' written notice, when the Member fails to provide credit information or security for payment of any Cooperative Service provided as set forth in III-3, A or has a previous undisputed and 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) Upon twenty-four (24) hours' 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, or the integrity of the Cooperative's delivery system;
 - (i) Immediately, without notice to the Member, ~~without notice required~~, when ~~Customer~~ the Member causes or permits unauthorized interference with, **diversion of electric service or** tampering with the Cooperative's service situated on or about the Member's premises as defined in III-3, A, (2), (c). **Upon twenty-four (24) hours' notice when the Cooperative has been notified that the Member's check or financial institution draft is being returned by the financial institution due to insufficient funds, closed account, or any other reason beyond the Cooperative's control, that was received for payment on a service that was discontinued or terminated as delinquent.**
 - (j) **Upon seven (7) days' written notice when an individual or a Member has any other outstanding debt with the Cooperative.**



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- (k) Upon twenty-four (24) hours' notice, when the Cooperative has been notified that the Member's check or financial institution draft is being returned by the financial institution 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.
 - (l) Immediately, if written service agreement(s) are not returned within ten (10) days.
 - (m) In accordance with rule III-4, K Prepay Service.
- (2) The following reasons **will not** constitute sufficient cause for the Cooperative to threaten or discontinue electric service or threaten or refuse a Cooperative 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.
 - (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. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule;
 - (c) The **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;
 - (d) Because an individual who neither signed the Service Agreement on an account in arrears nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception **to this is** when the individual and the **Member** of record lived together when the debt was incurred and continue to live together.
- (3) In the event of discontinuance or termination of electric service at a separate metering point, or location in accordance with these Rules and Regulations, the Cooperative may transfer any unpaid balance to any other electric Service Account **opened by the Member and may discontinue service at such successive metering point, or location for nonpayment of such transferred account.**
- (4) **In the sole determination of the Cooperative that it is appropriate, the Cooperative may install a meter with load limiting and/or remote disconnect functionality for any good faith reason, including without limitation, bad credit, repeated disconnection, repeated delinquencies, or repeated failure to pay account balances when due.**

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES:

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- (1) The Cooperative may, at its discretion, postpone discontinuance of service if the Member is able to 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 licensed physician verifying that fact and forwarding or presenting it to the Cooperative office prior to the date of disconnection.
- (2) If creditworthiness merits, the Cooperative will postpone disconnection for nonpayment for seven (7) days, to allow the Member to sign an agreement providing payment arrangements acceptable to the Cooperative. It is the responsibility of the Member to request such postponement.
- (3) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the Member's or other resident's medical condition, age, or disability of which the Member shall provide verification.
- (4) The 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 licensed physician verifying that fact and forwarding or presenting it to the Cooperative office prior to the date of disconnection.
- (5) If a documented health condition is proven to exist where 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, the Cooperative may give up to fifteen (15) days to enable the Member to pay the total amount of the delinquent bill or make arrangements to otherwise manage their medical needs.

C. NOTICE REQUIREMENTS:

- (1) When notice of discontinuance of service is required, it shall be forwarded separately from other utility bills, information, or advertising, to the Member personally or to the Member's record address and in the case of residential occupancy, to the address where service is provided, if different; provided however, that the residence service location has a mailing address which is provided to the Cooperative by the Residential Customer Member. Service of notice is complete when personally delivered or if by mail is complete upon mailing. The Cooperative shall maintain the record of the date of any personal service or mailing and the effective dates of the notice. The notice shall be effective for one (1) month after the initial date upon which and after which service can be disconnected.
- (2) The Cooperative shall notify, or attempt to notify, ~~customers~~ Members by phone one (1) to two (2) days before they are to be disconnected.
- (3) The notices required by this Section shall contain the following information:
 - (a) The name and address of the Member.



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- (b) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection;
- (c) The dates between which service can be discontinued unless the ~~Customer~~ **Member** takes appropriate action;
- (d) Terms under which the **Member** may avoid discontinuance;
- (e) Statement that discontinuance may be postponed or avoided if the **Member** can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Cooperative for payment of bills not in dispute; and a date and time on which the **General Manager**, or the **General Manager's** representative, may conduct an informal hearing to determine whether service should be discontinued.
- (f) A statement to apprise the **Member** of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The address, telephone number, and name of the Cooperative office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall also be included. Language indicating that the **Member** may meet with a designated employee of the Cooperative to present his or her reasons for disputing a bill or the Cooperative's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance.
- (g) The address and telephone number of the Cooperative's Office.

D. SERVICE LIMITING FUNCTIONALITY:

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



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- (b) The Cooperative will make at least one telephone call attempt and one personal contact attempt prior to activation to inform the Member of the following:
 - (v) The intent to limit service with the installation of a meter with service-limiting functionality;
 - (vi) The option of paying the bill to avoid the installation of a meter with SLF;
 - (vii) The fact that service may be totally disconnected at any time in accordance with Cooperative Rules and Regulations.

E. REMOTE DISCONNECT FUNCTIONALITY:

- (1) At the Cooperative's discretion, a meter with remote disconnect functionality (RDF) may be utilized as a means to limit or disconnect service pursuant to the following criteria:
 - (a) The Cooperative will make at least one phone call attempt to inform the Member of the following:
 - (i) The intent to disconnect service by remote disconnect functionality (RDF);
 - (ii) The option of paying the bill to avoid the activation of the RDF;
 - (iii) The fact that service may be totally disconnected at any time in accordance with Cooperative Rules and Regulations (III-5, A).
 - (b) Service may be disconnected remotely from the office;
 - (c) If no contact with the Member is established by phone, electronic or personal means, the meter with RDF will be activated and a notice including the following will be delivered or conspicuously posted at the premises:
 - (i) The Member's name, account number, and service address;
 - (ii) Total amount due including applicable security deposit and applicable fees;
 - (iii) Telephone number and address of the Cooperative;
 - (d) If the Member receiving notice of activation of a meter with RDF capability notifies the Cooperative that a medical emergency condition or illness exists that requires electricity to power medical appliances at the service subject to disconnect, the Member will be required to provide the Cooperative with a board-certified physician's written statement including:
 - (i) Name and address of the afflicted person(s) and relationship to Member;



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- (ii) Nature and anticipated duration of medical emergency condition;
- (iii) Appliances required and the amperage of such appliances.

(e) During the cold weather period, service may be disconnected remotely from the office following the provisions as set forth in III-4, M: Cold Weather Rule.

F. DISCONNECT PROCEDURE:

(1) Disconnect Procedure for Locations Without Remote Disconnect Functionality Meters:

Except for discontinuance, pursuant to III-5, A, (1), (a), (b), (d), (f), (h), (i), and (m) the Cooperative shall not discontinue service unless:

- (a) At the time of the proposed discontinuance, for one (1) hour after discontinuance, the Cooperative office or authorized personnel identified in the notice given are open or available to the Member for the purposes of making payment arrangements, preventing discontinuance or obtaining reconnection; and
- (b) The Cooperative employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.
- (c) The Cooperative employee who is to disconnect service shall adhere to the following procedure unless such disconnect is covered by (G, c) below.

G. Under safe conditions, immediately preceding the discontinuance of service, a reasonable effort shall be made to:

- a. 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;
- b. Accept payment of all amounts tendered which are necessary to avert disconnection; and
- c. Record statements concerning the medical condition of any permanent resident of the premises.

H. The employee shall leave a notice on the premises in a manner conspicuous to the Member disclosing the date and time of discontinuance and giving the address and telephone number of the Cooperative or where the Member may arrange to have service restored.

(1) Disconnect procedure for locations where a remote disconnect device is installed:

- (a) No less than one day prior to the discontinuance of service, the Cooperative will make a reasonable effort via telephone to inform the Member of the impending discontinuance of service.



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- (b) Immediately preceding the discontinuance of service, the Cooperative will make a reasonable effort by telephone or automated message dialing 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 phone call;
 - (ii) Accept payment of all amounts tendered which are necessary to avert disconnection, including the use of a secure payment phone number; and
 - (iii) Record statements concerning the medical condition of any permanent resident of the premises.
- (c) If contact with the Member is not made, the Cooperative, if possible, will leave a message on the Member's answering machine disclosing the date of discontinuance, and giving the address and telephone number of the Cooperative or where the Member may arrange to have service restored.
- (d) Through the automated message dialing system, the Member will have the ability to opt out of such dialing. If the Member chooses to elect the opt-out option, the automated message dialing system will no longer call the Member and will be logged in the Cooperative's system as such. Opting out does not relieve the Member from paying the bill or being disconnected.
- (e) For Member's with remote disconnect devices, if verbal contact via telephone is not successful with the Member, the load-limiting feature of the meter will be implemented in lieu of the remote disconnect function and a Cooperative employee will be dispatched to leave a notice of date and time of when the service will be fully disconnected.
- (f) Efforts should be made by the Cooperative to avoid disconnect for nonpayment on Fridays or the day before the office will be closed. Broken payment arrangements by the Member may be an exception.

I. RESTORATION OF SERVICE:

- (1) The Cooperative shall restore service 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) Under normal circumstances, no restoration of service will take place during non-business days or non-business hours.

J. REVIEW OF DISPUTES:

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- (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 shall:
 - (a) Immediately record the date, time, and place the complaint is made;
 - (b) Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid;
 - (c) Investigate the dispute promptly and completely; and
 - (d) Attempt to resolve the dispute informally and in a manner mutually satisfactory to both 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, 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 the settlement of the dispute.
- (4) If 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 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 the service should be disconnected pursuant to these rules and regulations. **The General Manager or designee, acting as the hearing officer, shall review the evidence as set forth by the Member. The hearing officer's decision will be announced at the meeting or mailed to the parties at a later date. Should the Member disagree with the hearing officer's ruling, the Member may request a meeting with the Board of Trustees. This meeting shall be in accordance with current Board Policies dealing with Member Attendance at Board Meetings. The Board of Trustees' decision will be announced at the meeting or mailed to the parties at a later date.**

K. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES:

- (1) If a collection attempt for a Cooperative Service bill, or if a disconnection is made at the **Member's** premises, the Cooperative shall require a Collection Charge, **Disconnection Charge, or Reconnection Charge** as filed in the Service Fee Rate Schedule.
- (2) If electric service is disconnected for any of the reasons stated in III-5, **H and the collection attempt did not require a trip to the Member's premises**, the Cooperative shall assess a Remote Disconnection Charge as filed in the Service Fees Rate Schedule-;
- (3) Any Collection, Disconnection, or Reconnection Charges and all other Cooperative Services charges due shall be paid before service is restored. These charges are in addition to any deposit which may be required by the Cooperative before service is restored.



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APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**

Secretary



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III-6: MEMBER'S SERVICE OBLIGATIONS

- A. **MEMBER TO FURNISH RIGHT-OF-WAY:** The **Member** will provide or procure **with provisions**, for the Cooperative at **the Member's** expense such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Cooperative's facilities whether in the easement area or not) 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** 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 reading meters, accessing Cooperative property, inspecting Member service and related connections, constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative's facilities on the premises of the **Customer Member**, or for any purpose incidental to the electric service supplied by the Cooperative.

C. **MEMBER'S INSTALLATION:**

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 meet the requirements of the National Electrical Code and comply with all state and local codes insofar as they apply.

Any and all wiring, appliances, or equipment required or used to transform, control, regulate, or utilize a Cooperative Service supplied by the Cooperative, and which are furnished, installed, and maintained by the **Member** shall be the sole responsibility of the **Member**.

- (1) 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, local or municipal codes insofar as they apply.

D. **PROTECTION OF MEMBER'S EQUIPMENT:**

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 electrical service supplied or to be supplied by the Cooperative.

- (1) 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 **a** Cooperative Service shall, at the **Member's** own expense, furnish on such **Customer's Member's** installation such protective equipment.

- E. **DANGEROUS OR DISTURBING USES:** The **Member** shall use all Cooperative Services with due regard to the effect of such use on the Cooperative's Services provided to its other **Members** and on the facilities and equipment of the Cooperative. The Cooperative may refuse to supply Cooperative Services or may suspend or discontinue one or more Cooperative Services to a

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Member immediately, without notice under III-5, A, (1), if 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, Cooperative employees**, other persons, or the integrity of the Cooperative's delivery system.

- F. INSPECTIONS AND RECOMMENDATIONS: It is the responsibility of the **Member** to use the Cooperative Service supplied in a safe and appropriate manner in accordance with applicable codes or in the absence of applicable codes generally accepted standards. The duty of the Member is not set aside, and the Cooperative will not have, nor accept any duty, liability, obligation, or responsibility by virtue of any inspections or recommendations by the Cooperative which are made as a courtesy to the **Member** or as a protection to the Cooperative Service supplied to its other **Members**. The Member should obtain the services of a properly qualified and licensed electrical engineer or electrician to perform a full inspection and determine compliance with acceptable electrical safety standards. 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: Defective appliances or fixtures used by the Member, or at the Member service location, shall be disconnected **immediately** and properly repaired before further use. Defective appliances or fixtures include those, which have been found by tests to be causing interference to radio, television, and like electronic equipment used by others. If electric energy is found to be escaping from any wires or equipment in or about **Member's** premises, **Member** shall open the service switch immediately to shut off the flow of electric energy and notify the Cooperative at once.
- H. CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT: **Member** shall consult with the Cooperative before causing or permitting any construction that will affect any of the Cooperative's 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 to create a hazardous or dangerous condition. The **Member** shall be required to reimburse the Cooperative for any costs due to a change in the location of meters, service lines, or other equipment made **at the request** of the **Member**, or necessitated by the **Member's** interference with the Cooperative's equipment or facilities. **The Cooperative reserves the right to remove, immediately and without notice to the Member, any unauthorized attachments to its equipment or facilities** Cooperative equipment and facilities 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 III-5, A, (1).
- I. PROTECTION OF COOPERATIVE'S PROPERTY:
- (1) The **Member** at all times shall protect the property, equipment, and facilities of the Cooperative 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.



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- Any infraction of this rule shall be considered sufficient cause for discontinuance of service immediately, without notice under III-5, A, (1).
- (2) In case of loss or damage to the property, equipment, and facilities of the Cooperative on account of carelessness, neglect, tampering, or misuse by the **Member**, any members of the **Member's** family, Member's guests, invitees, licensees, agents, servants, or employees, the **Member** shall reimburse the Cooperative for the cost of any necessary repairs or replacements of such property, equipment or facilities, or at the discretion of the Cooperative pay the Cooperative the value of such property, equipment and facilities or necessary repair costs.
- J. TAMPERING OR FRAUDULENT USE OF COOPERATIVE FACILITIES:
- (1) The Cooperative may discontinue or terminate service to a **Member** under **Section III-5, A, (1)** and remove its facilities from the **Member's** premises, in case 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** of fraudulent use of a Cooperative 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 a bill for such amount of electric service as the Cooperative may estimate **from the estimated charges for lost kWh for the previous 12 months**, 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 **their** security deposit or surety bond, or other credit arrangement, and pay all damages caused to the Cooperative's property, equipment and facilities, if any, before electric service is restored. In addition, before service is restored, and if the Cooperative is required or elects to do so 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 give satisfactory assurance 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, shall be taken as prima facie evidence of diversion of electric service by the **Member**.
- (4) Any infraction of this rule shall be sufficient cause for discontinuance of service under III-5, A, (1).
- K. INDEMNITY TO COOPERATIVE:
- (1) The **Member** shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense, losses, damages, injury, or death to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of a Cooperative Service by the **Member** at or on the **Member's** side of the point of delivery.



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- (2) The **Member** shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs, or expenses for trespass, injury to a person, 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** unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Cooperative.
- L. PARALLEL OPERATION: No **Member** shall operate or permit the 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 III-5, A, (1).
- M. NET-METERING: All net-metering installations shall be operated per Cooperative policy and applicable tariffs. Prior to being energized, all net-metering installations must be inspected and approved by Cooperative personnel.
- N. EMERGENCY STAND-BY GENERATORS: **Member** may be permitted to utilize emergency stand-by generating equipment when service is interrupted due to severe storms, or when prolonged outages result from construction or maintenance activities. **When such equipment is in use**, a double-throw switch of approved size and type shall be installed and maintained at the expense of the **Member** to totally separate the facilities of the **Member** from those of the Cooperative.
- O. CHARGES FOR WORK COMPLETED ON **MEMBER'S** PREMISES: The Cooperative shall charge for all materials furnished and for all work done on **Member's** premises beyond the equipment owned and installed by the Cooperative, for trouble calls not occasioned by negligence on the part of the Cooperative, for repair of electric appliances, and any other work or service requested and authorized by **Member**. The charges shall be based upon 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 **Member's** premises except when repairs or replacement are caused by negligence or misuse by Member or any members of **the Member's** family, Member's guests, invitees, licensees, agents, servants, or employees.

Secretary

APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**



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III-7: COOPERATIVE'S SERVICE OBLIGATIONS

A. OVERHEAD AND UNDERGROUND SERVICE INSTALLATION:

- (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 shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the Member.
- (2) Installation of Service Wires to Building: Under exceptional conditions, the Cooperative may elect to install overhead and underground 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 receptacles, meters, and related appurtenances, by the Cooperative. All service 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 standards.
- (4) The Cooperative shall determine those areas where underground electric facilities shall be furnished in accordance with the Cooperative's 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 their 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.
- (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: 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 the Member's service under III-5, A, (1).



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C. DELIVERY OF ELECTRIC SERVICE:

- (1) The obligation of the Cooperative to supply electric service shall be completed by supplying 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 facilities located beyond the Cooperative's point of delivery or point of demarcation.**
- (2) The point of delivery **or point of demarcation** at which electric energy is furnished to **the Member** will be the Cooperative's meter 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-meter installation to measure such electric service to the Member for each class of service.**
- (5) The Cooperative shall not be obligated to supply Cooperative Services to a **Member** for only a portion of the Member's electrical requirements on the Member's premises of the except pursuant to a special Electric Service Agreement as required in III-6, **L, and M.**

D. **PROPERTY OF THE COOPERATIVE:** All property, equipment, and facilities furnished and installed by the Cooperative on the premises of the **Member** for the supply of a Cooperative Service to the **Member** shall be and remain the exclusive property of the Cooperative. All property, equipment, and 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. **If the Member makes a written, signed request that a facility scheduled for retirement remain in place, the Member will be subject, in the discretion of the Cooperative to the Idle Service Charge tariff until the contract is terminated by the member.**

E. **CONTINUITY OF SERVICE:** The Cooperative will use reasonable efforts to supply continuous electric service; however, it cannot and does not guarantee uninterrupted electric service. In no event shall the Cooperative be liable for damages from irregularities or interruptions of a Cooperative Service, including without limitation, those caused by, failure of facilities, failure of electric power suppliers to supply electricity, 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.



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- F. **CURTAILMENT, INTERRUPTION, OR SUSPENSION OF SERVICE:** 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 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 local authority.
- G. **RESTORATION OF SERVICE:**
- (1) In all cases of curtailment, irregularity, interruption, or suspension of service, the Cooperative will make reasonable efforts, under existing circumstances, to restore service without unnecessary delay. Labor disturbances affecting the Cooperative or involving employees of the Cooperative may be resolved by the Cooperative at its sole discretion.
 - (2) The Cooperative shall not be considered in default of the Electric Service Agreement with a **Member** and shall not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, suspension, or any other failure to supply a Cooperative Service for the reasons set forth in III-7 F or G.. The **Member** shall not be relieved from paying billings and charges for any Cooperative Service provided to the Member for any of the above reasons.
- H. **POLE ATTACHMENTS/JOINT USE AGREEMENTS:** Member-owned equipment is not permitted to be attached to Cooperative-owned structures unless otherwise authorized.
- I. **LIABILITY OF COOPERATIVE:** The Cooperative shall not be considered in default of the Electric Service Agreement and shall not otherwise be liable on account of any failure by the Cooperative to perform any obligation of the Cooperative as set forth above in III-7, F, G, H or if prevented from fulfilling such obligation because 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, an 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 control of the Cooperative.

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APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**



Rules and Regulations

III-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) mile of single phase line per **Member** under its filed Rate Schedules. 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 **the construction costs due for the intermediate line divided over five (5) years or sixty (60) months** will be required. Right-of-way clearing for line extensions on new construction shall be at the expense of the **Member**.
- 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 under its filed Rate Schedules, a monthly **Member** Charge or an increase in the existing monthly **Member** Charge in the amount of **the Member's share of the** Cooperative's investment in facilities necessary to provide that service **divided by five (5) years or sixty (60) months** will be required. Right-of-way clearing for line extensions on new construction shall be at the expense of the **Member**.
- 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 these contract periods:
- (a) For single-phase line extensions not exceeding one-quarter (1/4) mile in length, the contract period shall **not exceed** five (5) years.
 - (b) For single-phase line extensions exceeding one-quarter (1/4) mile in length, the contract period shall **not exceed** five (5) years.
 - (c) For any three-phase line extension, the contract period shall **not exceed** five (5) years.
 - (d) After the initial contract period, as set out in (a), (b), or (c), the monthly minimum or monthly **Member** Charge will not exceed the amount set forth in the appropriate Rate Schedule.
- D. SPECIAL CONTRACTS FOR SERVICE: Whenever 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 Customer Charge to warrant the investment, the Cooperative may require an adequate monthly Customer Charge calculated upon reasonable consideration. In such cases, the **Member** shall enter into a written contract with the Cooperative as to the character, amount, and duration of the business offered.
- E. PRORATION OF MINIMUM MONTHLY CHARGE: The monthly Customer Charges determined in accordance with paragraphs A and B of this Section will be pro-rated on an equal basis between all **Members** that are initially or subsequently served by the line extension within the contract period.



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- 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 of a substantial number of the houses or buildings, the Cooperative may require a cash contribution from the developer or owner in sufficient amount to cover the cost of Cooperative's distribution system. **The developer or owner would be responsible for collecting costs associated with the extension of any Cooperative Service.**

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

APPROVED BY THE BOARD OF TRUSTEES
Date: January 3, 2002
Revised: **/**/**

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Rules and Regulations

III-9: METERING

- A. **METERING OF SERVICE:** 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. **Any requests for deviation from the standard meter base will be evaluated on an individual basis and additional charges may apply. The Cooperative may install a remote disconnect device at any metering location.**
- B. **SEPARATE METERING:** Where the 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 unless specifically allowed by the current National Electric Code.**
- C. **MULTI-METERING INSTALLATIONS:** **The Cooperative does not allow the practice of providing Cooperative Services to more than one Member in a Multiple Residential Complex through a single metering point. Separate applications for a Cooperative Service or Membership 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. Member's wiring shall be so arranged as to permit the installation of Cooperative's meters immediately adjacent to each other.**
- D. **CHANGES IN METER INSTALLATIONS:**
- (1) Cooperative will, at its expense, make all changes in Cooperative's installed meter loops, meter receptacles, meters, and related appurtenances on the Customer's premises that are required to meet the Customer's increased demand for electric service.
 - (2) Changes requested by the Cooperative that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, etc., shall be provided at the Cooperative's expense.
 - (3) Changes requested by the **Member** that involves 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. **METERS AND METER SEALS:** Seals will be placed on all meters or meter enclosures by the Cooperative and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Cooperative. **Only qualified personnel authorized by the Cooperative are permitted to energize and de-energize services.**
- F. **METER ACCURACY AND TESTING:**
- (1) The accuracy and testing of the Cooperative's meters shall be in accordance with these Rules and Regulations.

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- (2) Whenever any test by the Cooperative of a watt-hour meter, while in service or on its removal from service, shall show such meter to have an average error of more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of 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 **eighteen (18)** months preceding the test or for the time the meter has been in service at the location if less than **eighteen (18)** months, or from the actual time the meter became damaged if such time can be positively determined and is less than **eighteen (18)** 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 the inaccuracy of the meter **as defined in paragraph (a)** above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.
 - (c) If the meter is found to under-register, the Cooperative may render a bill to the **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 (\$1.00) or more, and all such bills shall be conditional upon the Cooperative's not being at fault for allowing the inaccurate meter to remain in service. The Cooperative shall in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity **with this Section**.
- G. **DEMAND METERS:** Whenever any tests by the Cooperative of a demand meter while in service or on its removal from service, shows such meter to be more than two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt-hour meters shall be observed insofar as they are applicable. If the demand meter depends upon actuations from the watt-hour meter or its readings, the average error of the demand meter shall be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.
- H. **MEMBER-REQUESTED METER TESTS:** 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 **Rule Section**, the entire Meter Test Fee will be retained in order to help defray the Cooperative's expense in testing the meter. In all the other cases, the Meter Test Fee shall be refunded to the **Member**.



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APPROVED BY THE BOARD OF TRUSTEES

Date: January 3, 2002

Revised: **/**/**

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III-10: GENERAL CLAUSES

- A. **GOVERNING DOCUMENTS CONTROL:** In the event of any conflict or inconsistency between these Rules and Regulations and the Cooperative Bylaws the Cooperative's Bylaws, shall control despite any implication or argument to the contrary.
- B. **DEFINITIONS AND DESIGNATED OR DEFINED TERMS:** Definitions as contained in the Cooperative's Bylaws shall be applicable to these Rules and Regulations unless clearly inconsistent therewith. The term facility, facilities or Cooperative equipment as used in these Rules and Regulations means Cooperative Equipment as defined in the Cooperative Bylaws.
- C. **WAIVER:** No waiver or claimed waiver or failure to enforce any provision of these Rules and Regulations or the Cooperative's Governing Documents or Electric Service Agreement will be binding upon the Cooperative unless the waiver is in writing, authorized and signed by the Cooperative's Board of Trustees or its authorized representative. Waiver by the Cooperative with respect to any default by a ~~Customer~~ **Member** in complying with the provisions of the **Bylaws and Governing documents including, without limitation,** 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 ~~Customer~~ **Member**. No representative, agent, or employee of the Cooperative shall otherwise have the authority to amend, modify, alter, or waive any of Cooperative's Governing Documents or theses Rules and Regulations, or bind the Cooperative by promises or representations.
- D. **LEGAL NOTICES BETWEEN ~~CUSTOMER~~ **MEMBER** AND COOPERATIVE:** All notices addressed to the Cooperative shall be in writing and no telephone communication shall be considered as proper notice unless otherwise specifically provided for in these Rules and Regulations. If oral orders are taken in person or over a telephone by an agent of the Cooperative, it is done for the convenience of the ~~Customer~~ **Member** and at ~~his~~ **their** risk. The Cooperative is not responsible for error, delay, or expense resulting from such procedure, but the Cooperative shall exercise reasonable diligence in carrying out telephone communications from the ~~Customer~~ **Member**.
- E. **REQUEST FOR INVESTIGATON ~~OR COMPLAINT~~:** If ~~Customer~~ **Member** feels that service is not adequate and sufficient, the Cooperative should first be advised **in writing**, as soon as possible ~~in writing~~, of the nature of the complaint so that the proper investigation may be conducted. ~~An investigation of the complaint will be made by the Board of Trustees or its authorized representative. The Board will then schedule a hearing at which the Customer may appear either in person or through counsel to explain the nature of the Customer's complaint to the Board of Trustees. The Board of Trustees will then consider what, if any, action should be taken on the Customer's complaint.~~ **The complaint will be reviewed as follows:**
- (1) **The General Manager 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 General Manager on the findings of the investigation as well as the response that was provided to the Member.**



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- (2) If the Member determines the response is not adequate, the Member may escalate the complaint further by requesting a hearing with the General Manager to discuss the complaint in additional detail.
 - (3) After meeting with the General Manager and determining that the General Manager's response is not adequate, the Member may escalate the complaint to the highest level by requesting a meeting with the Board of Trustees. An investigation of the complaint will be made by the Board of Trustees or its authorized representative. The Board of Trustees will then schedule a hearing in compliance with the Board's policies and procedures at which the Member may appear either in person or through counsel to explain the nature of the Member's complaint to the Board of Trustees. The Board of Trustees will then consider what, if any, action should be taken on the Member's complaint.
- F. VALUE-ADDED SERVICES: The Cooperative will offer Members the opportunity to purchase material of a limited range for their own personal use.
- (1) MATERIAL: Shall be used for typical Cooperative utility services. Items that promote energy efficiency. Material shall be priced to cover the original purchase price plus an additional markup determined by the Cooperative. The benefits of load control and off peak usage shall be factors in the development of Member incentives and rebates.
 - (2) PRICING: For small single items that recover the original purchase price plus a mark-up determined by the Cooperative. Secondary wire cost plus a markup determined by the Cooperative. Other items will recover the original purchase price plus a mark-up determined by the Cooperative.

APPROVED BY THE BOARD OF TRUSTEES
Date: January 3, 2002
Revised: **/**/**

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III-11: SERVICE FEES RATE SCHEDULE

The following schedule of fees and charges shall be collected by the Cooperative in accordance with the provisions of the Rules and Regulations:

1. Temporary Service Minimum Fee	\$25.00 \$100.00
2. Meter Reading Fee	\$30.00
3. Meter Tampering Fee**	\$300.00
4. Returned Check Charge – A charge not exceeding \$30.00 , or as provided by K.S.A. 21-3707.	
5. Collection Charge (On-Premises)	\$25.00 \$35.00
6. Disconnection Charge (On-Premises)	\$25.00 \$35.00
7. Disconnection Charge (Remote)	\$20.00
8. Reconnection Charge (On-Premises Business Hours)	\$50.00 \$75.00
9. Reconnection Charge (Remote)	\$20.00
10. Reconnection Charge (On-Premises After Hours)	\$125.00
11. Meter Test Fee	\$20.00 \$45.00
12. Energy Audit Fee	\$15.00
13. Connection Service Call (After Hours***)	\$100.00 \$125.00
14. Service Connection and Prepayment Activation Fee	\$10.00
15. Late Payment Fee	2%

** Member also owes estimated lost kWh for up to one year

*** Member side of meter



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APPROVED BY THE BOARD OF TRUSTEES
Date: January 3, 2002
Revised: **/**/**

Secretary