

# **SERVICE RULES AND REGULATIONS**

## **JEFFERSON ENERGY COOPERATIVE**

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## APPLICATION OF SERVICE RULES AND REGULATIONS

These Service Rules and Regulations apply to each and every member or applicant for membership. They are a part of every contract for service made by the Cooperative, unless modified by special terms written therein, and govern all classes of service. Schedules and Bylaws are on file in the Cooperative's office and are open to inspection by members.

These Service Rules and Regulations are in accordance with the provisions of the Bylaws and may be revised, amended, supplemented, or otherwise changed from time to time by action of the Board of Directors. All such revisions, amendments, supplements, or changes shall be filed with the Public Service Commission of Georgia.

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100 - ELECTRIC SERVICE AVAILABILITY

101 – Application for Membership

Any person, firm, association, corporation, or public body desiring electric service, shall sign a written application for membership and pay a membership fee together with any account establishment fee and service security deposit that may be required by the Cooperative. In the application, the applicant shall agree to purchase from the Cooperative all electric energy purchased for use on the premises and to be bound by the Cooperative's Charter and Bylaws and all rules, regulations, and rate schedules established pursuant thereto, and to pay at least the minimum monthly bill stated in the applicable rate schedule or, in the event of a written contract for service, at least the minimum set forth in the contract. Upon termination of membership, the membership fee will be applied against any unpaid balance owed the Cooperative and any excess amount will be refunded to the applicant.

102 – Service Security Deposits

A service security deposit shall be collected in advance for connecting or reconnecting any service in which the Cooperative determines such deposit is needed to assure payment of the energy bill.

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In determining the need for service security deposits, and in fixing the amount of such deposits, the Cooperative will give careful regard to the following factors:

- A. Type of service involved;
- B. Risk involved in a new business enterprise;
- C. The credit rating of the applicant;
- D. History of energy usage at the involved premises or history of connects, disconnects, and reconnects for the involved applicant; and
- E. Any other factors having a realistic bearing on the applicant's financial dependability.

However, such deposit shall be approximately the estimated energy bill for two months service except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to unusual circumstances.

#### RESIDENTIAL SERVICE

Residential services may require an initial deposit in the amount of approximately two times the average monthly bill. The Cooperative may determine a higher amount is necessary due to some unusual circumstance.

In lieu of a deposit, a consumer may allow Jefferson Energy to verify an acceptable credit rating with the credit bureau.

Upon request by any member, one half of the residential deposit being held on the account shall be refunded, without interest, after twelve consecutive months of prompt payments.

#### COMMERCIAL SERVICE

Commercial services may require an initial deposit in the amount of approximately two times the average monthly bill, with a minimum of \$300, except in such cases where there is not a comparable business that is presently a member of the Cooperative. In such cases the deposit will be based on square footage of the commercial structure.

In lieu of a deposit, a consumer may provide a surety bond in an amount and from a surety adequate to secure payment of the electric bill.

#### 103 – Office and Service Hours

The Cooperative's headquarters office is in Wrens, Georgia. Other offices are located in Thomson, Louisville and Blythe, Georgia. All offices are open for business Monday

through Friday, except for holidays, during normal business hours as posted at each office. All offices have after-hours night deposit boxes.

Routine and regular work shall normally be performed during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Emergency service work is performed 24 hours a day, 7 days a week.

#### 104 – Standard Supply Voltages

One system of alternating current, 60 Hertz, is supplied throughout the Cooperative's distribution system.

The voltage, number of phases, and type of metering which will be supplied depends upon the cooperative's facilities available and upon the character, size, and location of the load to be served. Therefore, the member shall consult with and obtain the approval of the Cooperative before proceeding with the purchase or installation of wiring or equipment.

The secondary voltages supplied by the Cooperative are nominal and are subject to a plus or minus 10 percent variation. The standard secondary voltages are:

- Single phase, 120/240 volts
- Three phase, 120/208 volts
- Three phase, 120/240 volts
- Three phase, 277/480 volts

Other secondary voltages may be supplied, subject to the approval of the Cooperative.

It will not be considered a violation when voltages outside of the prescribed limits are caused by any of the following:

- A. Action of the elements;
- B. Service interruptions;
- C. Temporary separation of parts of the system from the main system; D. Infrequent fluctuations not exceeding 5 minutes duration; and/or
- E. Other causes beyond the control of the Cooperative.

#### 105 – Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any consumer's equipment caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The consumer shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

#### 106 – Standby Power

No electric power sold by the Cooperative shall be used as reserve, or standby service, or in any way in conjunction with any other source of power, without the Cooperative's prior written consent.

#### 107 – Resale of Energy

Members shall not directly or indirectly resell electric energy for any purpose, except that in the case of rental facilities, the cost of utilities may be included in the rent charged the tenant. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the Cooperative, and by state or local rules and codes.

#### 108 – Prior Debts

The Cooperative shall not be required to furnish service to an applicant who at the time of such application, is indebted to the Cooperative for service previously furnished to the applicant or any other member of applicant's household or business until such indebtedness has been satisfied.

#### 109 - Service Charges

Service calls made by the Cooperative pertaining to consumer's premises (consumer service calls) shall be charged at the rate shown in the schedule of fees and charges.

#### 200 – GENERAL EXTENSION POLICY

Applications for electric service will be classified into one of the following defined classifications and service will be extended accordingly only after the execution of a written contract. Single and three-phase, overhead and underground, electric services requiring construction of lines will be extended only upon such terms and conditions as are economically feasible to the Cooperative.

#### 201 – Line Extensions

Applications for electric service will be classified into one of the following defined classifications and service will be extended accordingly only after the execution of a written contract. Single and three-phase, overhead and underground, electric services requiring construction of lines will be extended only upon such terms and conditions as are economically feasible to the Cooperative.

#### **A – Lines within County/State Road Right-of-Way**

Overhead, single-phase lines will be extended within County or State owned and maintained right-of-way within Jefferson Energy's assigned service territory at no charge.

Multi-phase or underground lines extended within County or State owned and maintained road right-of way may require the applicant and/or developer to pay a contribution-in-aid of construction depending on the estimated rate of return on the Cooperative's investment and the nature, dependability, and expected life of the establishment. The Cooperative may use average revenue and cost figures based on similar conditions in determining the applicability and dollar amounts required.

### **B – Lines outside of County/State Right-of-Way**

Any lines extended outside of County or State owned and maintained road right-of-way may require the applicant and/or developer to pay a contribution-in-aid of construction depending on the estimated rate of return on the Cooperative's investment and the nature, dependability, and expected life of the establishment. The Cooperative may use average revenue and cost figures based on similar conditions in determining the applicability and dollar amounts required.

### **C – Conversion of Service Drops:**

Upon request, the Cooperative will replace existing overhead service drops with underground services provided that the owner or member pays the cost of removing the existing overhead service and the installation of the underground service.

### **D – Temporary Service:**

#### **1. Construction Service:**

Service will be furnished for construction purposes relating to establishing permanent service in accordance with the following:

- a. The member/customer must provide a suitable pole and approved meter loop.
- b. Temporary service must be located at the designated point assigned by the Cooperative.
- c. Upon payment of the required fees, and deposits.

#### **2. Temporary Service (Other):**

Temporary service will be furnished for services of short duration or transient nature in accordance with the existing rate schedules of the

Cooperative provided that the applicant shall pay in advance, the total estimated cost of installation and removal of the service facilities less salvage value of the materials used. An advance deposit of the full amount of the estimated bill for service may be required in addition to the other applicable fees.

#### 202 – Outdoor Lighting Service

The Cooperative may install and maintain outdoor lighting facilities for dusk to dawn lighting in accordance with the applicable rate schedules. Service will be rendered only at locations that solely, in the opinion of the Cooperative, are readily accessible for maintenance and will only use fixtures and poles that meet the specifications of the Cooperative.

Outdoor lighting will be installed for a minimum time of one year or more if required by contract and may require advance payment of the bill for one year or according to the terms of the contract.

#### 203 – Facilities Extension Ownership

All line extensions, service wire and connections, no matter who pays or contributes toward paying the cost thereof, are to be made by the Cooperative and shall remain the property of the Cooperative. The Cooperative shall not be required to serve any member over a line built, owned, operated or maintained by anyone other than the Cooperative.

All property of the Cooperative placed in or upon the member's premises, used in supplying service to him, shall remain the property of the Cooperative and shall be placed there under the member's protection.

The Cooperative shall have access to such property at all reasonable times. The member shall not commit or cause or permit any act that might or does result in damage to or loss of such property or in the loss of life or injury to any person or the loss of or damage to any other property.

#### 204 – Responsibility for Premises

Each member shall be responsible for and shall indemnify the Cooperative and any other person against injury, death, loss, or damage resulting from or related to work performed on the member's property at the request of the member or any person acting on behalf of the member.

## 300 - SERVICE CONNECTIONS, MEMBER WIRING AND MEMBER EQUIPMENT

### 301 - Service Connections

The Cooperative will furnish and install only one service drop to a metered point. The consumer must furnish a point of attachment for the Cooperative's service facilities, which will meet the National Electrical Code, the Cooperative's requirements, and any state or local laws, codes or ordinances. It shall be the consumer's responsibility to furnish the Cooperative proof of inspections by local or state officials where such inspections are required, and the service connections will not be made until such proof is presented.

The point of attachment furnished by the consumer must be located at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point where attachments and meters will be located. The connecting of the service lines is to be made only by an authorized agent of the Cooperative.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the electric power consumption measuring device unless specifically provided for in schedules or agreements.

Should the consumer request, the Cooperative may at its option install facilities in excess of the minimum requirements provided for in this policy. Any such additional service facilities will be furnished on a direct cost plus appropriate overhead charges.

All service facilities and equipment constructed and installed by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

The consumer shall be responsible for giving immediate notice to the Cooperative or authorized employees of any interruptions, irregularities, unsatisfactory service, stray voltage or defects known to the consumer on the Cooperative facilities.

It is the responsibility of the consumer to ensure that their equipment does not cause objectionable voltage flicker, harmonics, or other spurious signals to be injected onto the Cooperative's electric system.

No more than one residence may be served through one meter except as provided for in rate schedules; except that apartments, mobile home parks, commercial parks and shopping centers may be served through a central meter where the cost of utilities is included in the rent charged the occupants, and meet all federal, state, local and Cooperative requirements.

### 302 - General Wiring Requirements

Each consumer shall cause all premises, wiring apparatus, machinery or equipment (“facilities”) receiving electric service from the Cooperative to comply with the specifications of the National Electric Code, the Cooperative, and any applicable state, county or other governmental authority. The Cooperative is not responsible for and does not have any duty to inspect the facilities of any consumer or other party. The consumer assumes full responsibility for electric current and for the facilities from the point of delivery of energy, which is the point where the electric energy first leaves the lines or facilities of the Cooperative and enters the facilities utilized by the consumer. The consumer agrees to indemnify and hold harmless the Cooperative against all claims of injury, including death or damage to persons or property occurring upon consumer’s premises or facilities beyond the point of delivery of energy.

### 303 - Member Equipment

#### A. Electric Motors

The Cooperative should always be consulted on motor installations. The maximum permissible size depends upon the consumer's location on the distribution system and capacity of the circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltages supplied to the other consumers who receive service from the same circuits or transformer. It is therefore necessary that the Cooperative limit the amount of starting current, which may be drawn by a motor.

All motors should be provided with devices that will protect the motor against overload or short circuit. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change of phase. Therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three-phase supply shall be equipped with suitable protection against such reversal or phase failure.

#### B. Electric Generators

Where auxiliary or standby generator service is installed by the consumer to provide emergency power, an approved double throw switch must be used to prevent possible back feed into the main line from the emergency generator.

The Cooperative reserves the right to disconnect electric service until an approved switch is installed.

Parallel operation of the consumer's generating equipment with the Cooperative's system will not be allowed except where expressly granted by written contract and approved suitable automatic protective equipment and appropriate metering devices are utilized.

#### C. Electric Welders and Miscellaneous Devices

Consumers desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other consumers.

The Cooperative must be consulted before the purchase or installation of the equipment.

#### D. Consumer Responsibility For Protective Devices

All protective devices required by these regulations shall be provided by the consumer and at the consumer's sole expense.

#### E. Meter Pole

Consumers with installations requiring their point of delivery on a pole including farm systems and mobile homes shall communicate with the Cooperative on details of load data. The Cooperative will designate the proper location of a pole of proper height and class, which the consumer shall furnish, install, and maintain the service entrance equipment thereon (including weather-tight disconnecting means). Installations must be in accordance with the National Electric Code, National Electric Safety Code, and municipal and/or county requirements. The consumer must provide space for the metering equipment furnished by the Cooperative. Meters, service entrance equipment, and/or other foreign attachments will not be installed on Cooperative poles without expressed consent of the Cooperative. In case of such consent the consumer agrees to assume all liability for any damages to persons or property for misuse and to hold harmless the Cooperative on any such liability. At its option, the Cooperative retains the right to terminate service and remove the meter for any misuse.

#### 304 - Power Factor Corrections

Maintaining a high power factor is of primary importance in the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the consumer.

Where the overall power factor of the consumer's load is excessively lagging, the Cooperative may require the consumer to install at his own expense, the equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

### 305 - Multi-Phase Service

When multi-phase service is furnished, the consumer will at all times maintain a reasonable balance of load between the phases.

### 306– Interconnection

Jefferson Energy permits interconnection to a distributed generator provided that the customer satisfies the following safety and engineering standards which the Board finds are necessary to protect the safety of the public and of JEC employees, as well as the integrity and functionality of JEC's systems:

1. The distributed resources cannot interfere with the safe operation of JEC's distribution system or degrade the quality of service to JEC's other consumers.
2. The distributed resources shall be connected at 120 volts, 120/240 volts, 208Y/120 volts, or 480Y/277 volts.
3. The distributed generator must meet applicable NEC, IEEE and UL standards.
4. The distributed generator must satisfy any additional JEC standards as they may be promulgated by JEC from time to time. This shall include all site specific installation and warning requirements.
5. The distributed generator must pay for all costs it imposes, to avoid the inequitable shifting of costs to other customers.

This policy is enacted in conjunction with JEC's 2007 Public Utilities Regulatory Policies Act compliance program.

#### 400 – FILING OF RATE SCHEDULES

A copy of the Cooperative's applicable rate schedules shall be on file at the Georgia Public Service Commission and will be provided upon request at any business office of the Cooperative.

## 500 – METERING

### 501 - Electric Meters

All meter bases including temporary services shall be installed on an exterior surface and as nearly as possible at eye level, and in no case more than six feet nor less than four feet above finished grade. Upon receipt of the application for service, a representative of the Cooperative will survey the premises to be served and will designate the location of the point where the meter will be installed.

The consumer shall be responsible for allowing duly authorized representatives of the Cooperative the right of ingress and egress to the premises of the consumer at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property.

Central meter pole service may be provided upon request where such installations may be necessary to adequately supply power to the served premises.

The Cooperative will furnish the metering equipment as necessary to measure electric service, supplied in accordance with the applicable rate schedule. The consumer is responsible for supplying a Cooperative approved meter base to receive the Cooperative's metering equipment.

The consumer shall be liable and hold harmless the Cooperative from any damage resulting from connected electrical loads caused by installation and/or re-connection of meters. The consumer shall be responsible for the proper disconnection of all electrical loads when requesting the installation and/or re-connection of meters.

For large single phase installations of over 200 amps and for all three phase installations, the Cooperative shall specify the type of metering equipment required before installation of same.

In case of new line construction requiring the relocation of the meter said relocation shall be at the expense of the Cooperative. In cases of remodeling by consumer where meter will be enclosed, and not accessible to the Cooperative, the consumer will bear the expense of relocating meter to an accessible location.

All meters shall be placed ahead of all switches and fuses unless otherwise agreed to by the Cooperative.

Any member desiring service at two or more separately metered points of attachment shall be billed separately for each such point and the recordings of such meters shall not be added for billing purposes.

#### 502 - Meter Reading

Electric meters of the Cooperative shall be read monthly. Reading dates may vary slightly from month to month due to weekends, holidays, weather conditions and other factors.

When a meter cannot be read on or about the scheduled date, the meter reading and corresponding use for the month will be estimated based on prior usage. Since meter readings are continuous from month to month, any error in such estimates should normally be corrected in the next subsequent month when the meter is actually read.

The Cooperative shall not be obligated to make adjustments to accounts in subsequent months which are due to variations in meter reading dates or estimated readings which were beyond the control of the Cooperative.

#### 503 - Incorrect Reading of Meter

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

#### 504 - Failure of Meter to Register Correctly

If a meter fails to register correctly, the consumer will be billed on an estimated consumption which will be based on the previous use of the consumer. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative uses and sizes of connected loads, and other relevant facts. Adjustments will be made in accordance with Section 602.

#### 505 - Meter Tests

The Cooperative will, upon request, test the accuracy of a member's meter upon the member's agreeing to pay a meter test fee. The Cooperative may require the meter test fee to be paid in advance. If the meter, when tested is found to be more than 2% (plus or minus) in error, the meter test fee will be waived and the member's bill will be adjusted for the previous three months or for such time the usage pattern reflects the error.

The Cooperative may make periodic tests and inspections of its meters in order to maintain the required standards of accuracy.

#### 506 - Separate Meter for Each Service

A separate meter shall be used at each separate premise, except as provided for in rate schedules, for measuring electric service to each consumer except that apartments, mobile home parks, commercial parks and shopping centers may be served through a central meter where the cost of the utilities is included in the rent charged the occupants. Meter readings will not be consolidated for the same consumer at different premises, or for more than one consumer on the same or different premises. Each metered service shall be billed at a

service schedule prescribed for the class of service and service supplied through more than one meter at the same or different locations shall not be combined and billed under one service schedule.

#### 507 - Meter Tampering & Unauthorized Reconnection of Service

Meters used to measure the power and/or energy used by each consumer are and shall remain the property of the Cooperative. No consumer or any member of his family, or agent or servant, shall, without authorization, break the seal on said meter, reconnect it, or in any other manner tamper with or manipulate said meter or the related service facilities.

The consumer shall, however, immediately report to the Cooperative any violation or evidence of violation of the above paragraph, specifically including but not limited to a broken seal on said meter, resetting of the meter, "jumpers" or other devices used to bypass or affect the operation of the meter in any manner whatsoever.

Violation of the foregoing provisions of the section or failure to report such evidence in accordance with this section may subject the consumer to a meter investigation charge and payment of all damages relating thereto and termination of service and/or prosecution under law.

#### 508 - Meter Seals

The Cooperative's meter shall not be removed, moved, installed, connected nor disconnected by any person other than an employee of Jefferson Energy or an authorized contractor or agent of the Cooperative. Upon request, the Cooperative will remove and replace a consumer's meter to accommodate work on the consumer's electrical facilities.

When a broken or damaged meter seal is discovered, the meter, meter socket, and service connections will be inspected. If there is no evidence of willful intent to divert energy, the consumer may be assessed a cut seal charge. Repeated instances of broken meter seals at the same location, or by the same consumer at different locations, will be treated as meter tampering.

### 600 – BILLING AND PAYMENT OF BILLS

#### 601 – Billing

All members shall be billed monthly with the exception of those members with pre-paid metering. The kWh usage is determined by subtracting the previous month's meter reading from the current month's reading. The bill amount is calculated from the appropriate rate schedule. Bills are due and payable when rendered and are past due if payment is not received in the office by the due date.

If payment for the account is not received in the office within approximately fifteen (15) days of the billing date a delinquent notice shall be rendered. A delinquent charge will be added to the past due amount. Prior to the following read date, the account is subject to collection of full payment of the past due amount, the delinquent charge and any other applicable fees. Otherwise, the service may be disconnected without further notice. The Cooperative may, at its discretion, in the event of undue hardship and in which acceptable arrangements are made for payment, grant additional time for paying a bill.

Payment of electric bills may be made by mail, bank draft, Internet, credit card, telephone, or in person at the Cooperative offices or area drop boxes.

#### 602 - Adjustment of Bills

If a meter is found to be more than 2% in error (plus or minus) the Cooperative will re-bill the consumer and adjust the consumer's bill for such time the usage pattern reflects the error. Each adjusted bill will be estimated based upon all known pertinent facts.

Whenever it is found that for any reason other than incorrect calibration, the metering apparatus has not registered the true consumption or was erroneously calculated, the consumer's consumption during the entire period of incorrect registration or calculation will be estimated, based upon all known pertinent facts, and the consumer's bill for such period will be adjusted accordingly.

Where a consumer's billing is found to be on an improper rate schedule, the change to billing on the proper rate schedule will be made with the next scheduled bill following determination of the error. The error in the amount of billing will be computed from the date of initial error, and application of the adjustment will be the decision of the Cooperative.

#### 603 – Reconnection Of Services Disconnected For Non-Payment

All members whose service has been disconnected for non-payment shall be required to pay the past due bill, the collection fee and the applicable reconnection fee and any other appropriate fees before their service can be restored. In the event the account has been final billed, the member must pay any outstanding balance owed the Cooperative including the reconnection fee and any additional service security deposit required by the Cooperative.

#### 604 - Returned Checks from Banks

A consumer's account will be considered unpaid, and will be subject to the collection and disconnection provisions of Section 601 if the check given in payment of the account is returned by the bank. The consumer will be so notified by letter and a handling charge will be applied to the consumer's account.

If the consumer repeatedly pays with checks which are not honored by the bank, the Cooperative may elect to place the account on a cash basis, and service may be disconnected without further notice.

605 - Other Reasons for Disconnection

A. Service is subject to be disconnected immediately and without notice for the following reasons:

1. Discovery of meter tampering.
2. Diversion of electric current.
3. Use of power for unlawful reasons.
4. Discovery of a condition determined by the Cooperative to be hazardous.
5. Discovery that a member has an old debt living at location with account in some other name when such occupancy is associated with a scheme to avoid the policy set forth in Section 108.
6. Refusal of access to consumer's meter or if access thereto is obstructed or hazardous.
7. Performance of repairs, emergency operations, unavoidable shortages or interruptions in the Cooperative's supply source.

B. Electric Service will be re-connected in the above cases under the following conditions:

1. Correction of infraction.
2. Payment of any un-metered energy if applicable.
3. Payment of applicable re-connect fees.
4. Payment of a meter investigation charge in case of A1 or A2 above.
5. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions.
6. Payment of old debt.
7. Payment of any damages to Cooperative property.

C. Service may also be disconnected for other violations and/or non-compliance but only after notice and reasonable time to comply with infraction has been allowed, for the following reasons:

1. For violation of and/or non-compliance with any applicable state or other local laws, regulations and codes pertaining to electric service.
2. For non-compliance with bylaws, rules and regulations of the Cooperative.
3. For non-payment of electric bill within the established collection period.

Electric service disconnected for above will be reconnected upon correction of infractions and payment of applicable fees and charges.

#### 606 - Collection of Inactive Past Due Accounts

All amounts owed to the Cooperative on inactive accounts shall be collected within approximately thirty (30) days of the billing date or the account shall be subject to collection by a collection agent. A collection fee may be added to the amount owed the Cooperative to offset the cost of collection.

## 700 EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY

### 701 - Easements

Each consumer shall, upon request, execute and deliver to the Cooperative grants of easement or rights-of-way over, on and under such lands owned by the consumer in accordance with such reasonable terms and conditions as the Cooperative shall require for the furnishing of electric service to him or other consumers or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

Consumers applying for the construction of an extension may be required to secure for the Cooperative all necessary and convenient grants of easements or rights-of-way and pay any cost of securing the same.

Applications for service for an extension to be constructed where grants of easements or rights-of-way are not held by the Cooperative, will only be accepted subject to delays incident to obtaining satisfactory grants of easements or rights-of-way or other permits such as highway or railroad crossing approval.

### 702 - Right of Access

Cooperative's identified employees shall have the right of access to consumer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative. Failure to allow access will result in termination of service until the issue is resolved and the consumer has paid all applicable fees.

### 703 - Cooperative Property

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The consumer shall exercise proper care to protect the property of the Cooperative on his premises, and in the event of loss or damage to the Cooperative's property arising from neglect of the consumer to care for same; the cost of necessary repairs or replacement shall be paid by the consumer.

No person or organization shall install or attach any wire, signs, or other material or equipment to any of the Cooperative's poles, conductors or other fixtures, except with the expressed written consent of the Cooperative.

### 704 - Right-of-Way Clearing and Maintenance

The Cooperative will initially clear and maintain a 30-foot right-of-way by mechanical, chemical means or otherwise, to the degree the Cooperative deems necessary, of all structures, trees, limbs, shrubbery and any vegetation which may grow into the electrical

line. The Cooperative reserves the right to cut and remove any tree or trees outside the right-of-way area which, in the opinion of the Cooperative, constitutes a hazard or may endanger the safe and proper operation of the maintenance of the electric system. A “danger” tree is defined as any tree whose height plus five (5) feet is equal to or greater than the distance from the base of the tree to a point on the ground directly beneath the nearest portion of the aligned electric system. The Cooperative, at its discretion, may cut and leave any such vegetation within the easement area.

## 800 – GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

A member may voluntarily withdraw in good standing from membership upon compliance with the following general applicable conditions:

- A. Payment of any and all amounts due the Cooperative and cessation of any non-compliance with membership obligations; and either:
  - (1) Removal to other premises not furnished service by the Cooperative;  
or
  - (2) Cessation of use of any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.
  
- B. In order to withdraw, the consumer must give the Cooperative three (3) working days notice in person, by phone, or in writing providing such notice. Such notice is sufficient unless the consumer entered into a written agreement with the Cooperative which specified contrary withdrawal procedures. The consumer is responsible for all energy used at this meter location until such proper notice of desire to discontinue service has been given the Cooperative.

Upon such withdrawal, the member shall be entitled to a refund of his membership fees and of any security deposit then held by the Cooperative.

## 900 - MISCELLANEOUS

### 901 - Scheduled Outages

Although the greater part of the Cooperative's line maintenance and repair work is done with line energized, there exist requirements for outages due to some work on lines. Such work shall be done, as far as possible, at a time which will cause the least inconvenience to the consumers. The consumers to be affected by such interruptions shall, if practicable, be notified in advance.

### 902 - Line and Facilities Relocation

When the location of the Cooperative's lines will, with real improvement or development of the property, result in the creation of a hazard or substantially interfere with subsequent development of the property and provided the requesting party will provide suitable additional right-of-way, the facilities will, when feasible, be reasonably relocated in accordance with the following:

- A. For purpose of road or other utility relocations, widening and/or improvement, the relocation of any Cooperative facilities shall be by written request of the involved governmental agency, and subject to the following:
1. Accompanying any request for relocation shall be the necessary maps and other documentation to support the request, together with authorization to bill the involved governmental agency for the cost of the relocation.
  2. Costs for which the governmental agency shall be liable include labor, overhead and any acquisition of new rights-of-way necessary for accomplishing said relocation(s).

Any government entity requesting the relocation or alteration of any Cooperative poles, lines or other facilities for the construction or improvement of roads or other utilities shall be required to bear the cost of any such relocation or alteration provided the poles, lines or facilities to be relocated are located on easements obtained by the Cooperative from private property owners. In the event the poles, lines or other facilities to be relocated were originally installed on rights-of-way easements, which were owned by that government entity when the Cooperative facilities were constructed, the Cooperative will bear the cost.

- B. Relocation of any Cooperative facilities requested by consumer-members of the Cooperative will be at no cost to the consumer if:
1. Sufficient electrical load is added to justify the relocation expense or;
  2. The relocation will be to the betterment of the Cooperative.

In the event the preceding conditions are not met the consumer may elect to have the Cooperative's facilities relocated by paying the cost of such relocation.

#### 903 - Waiver and No Prejudice of Rights

The Cooperative may waive any provision of these Service Rules and Regulations if the Cooperative determines that unusual facts and circumstances would not materially adversely affect the Cooperative or that the waiver is in the best interest of the Cooperative; provided, however, that such waivers shall be applied in substantially uniform manner to consumers who are, in all aspects, similarly situated.

Any waiver or failure by the Cooperative to enforce any of the terms of these Service Rules and Regulations shall not be deemed as a waiver of the Cooperative's right to do so.