(Name of Issuing Utility)

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Replacing Title Page which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

RULES AND REGULATIONS

These Rules and Regulations are part of the Electric Service Agreement between the Cooperative and the Customer. They are subject to change from time to time, and upon approval by Pioneer Electric Cooperative's Board of Trustees, become effective and binding without any further notice. There is intended to be no inconsistency between these Rules and Regulations and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules shall prevail. Copies of the Rules and Regulations may be viewed or obtained by any Customer at the Cooperative's principal place of business or on the Cooperatives website at www.pioneerelectric.coop.

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No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 1: DEFINITIONS

In addition to the usual meaning, all words or terms in these Rules and Regulations, in Rate Schedules and 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. <u>COOPERATIVE</u>: The Pioneer Electric Cooperative, Inc., ("Pioneer Electric" or "Cooperative") Ulysses, Kansas, 67880, telephone 620-356-1211, which furnishes electric service under these Rules and Regulations.
- B. <u>CUSTOMER:</u> Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using electric service supplied by the Cooperative.
- C. <u>RESIDENTIAL CUSTOMER:</u> A Customer applying for or using electric service at a home or farm service location occupied as a place of residence.
- D. <u>TOWN</u>: The area within the incorporated boundaries of communities.
- E. VILLAGE: The area within the unincorporated boundaries.
- F. RURAL: All areas not included in the Town or Village area.
- G. <u>ELECTRIC SERVICE AGREEMENT:</u> The application, agreement, or contract, pursuant to which the Cooperative supplies electric service to the Customer.

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H. <u>MULTIPLE RESIDENTIAL COMPLEX</u>: 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 (50%) or more of the value of the building or structure. The term does not include: (a) operations catering predominantly to transients such as hotels, motels, hospitals, rooming or boarding houses, recreational travel trailer parks, dormitories, rest homes, orphanages, and eleemosynary institutions or: (b) buildings and structures used essentially for general office, commercial, or industrial purposes.

SECTION 2: APPLICATION FOR SERVICE AND AGREEMENTS

A. <u>APPLICATION BY CUSTOMER:</u> Application for electric service shall be made in writing by Customer to Cooperative on the Cooperative's Standard Agreement for Electric Service and Membership form, although the Customer may, at the discretion of the Cooperative, be connected based on an oral request. This Application becomes an Electric Service Agreement or contract when accepted in writing by the Cooperative, or upon establishment of service. The Cooperative may require a separate Electric Service Agreement for each class of service at the same or at each separate location.

B. ADDITIONAL PROVISIONS:

- (1) Electric service shall be supplied to the Customer under the provisions of the Customer's Electric Service Agreement, the Cooperative's applicable Rate Schedules, any special Contract or Agreement with the Customer, and all Rules and Regulations in effect and approved by the Cooperative's Board of Trustees. The taking of electric service by a Customer shall constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules or Rules and Regulations, shall act as a modification of the Electric Service Agreement then in existence without further notice.
- (2) The Customer 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.

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No supplement or separate understanding shall modify the tariff as shown hereon.

- C. <u>RATES</u>: Rates for electric service shall be those of the Cooperative approved by Cooperative Board of Trustees, subject to change as provided by law. Copies of the Rate Schedules currently in effect are available at or may be reviewed by any Customer at the Cooperative's principal place of business or at the Cooperative's website www.pioneerelectric.coop.
- D. <u>TERM OF CONTRACT</u>: 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 Customer. When justified by the particular service requirements, the Cooperative may require a contract period in excess of one (1) year commensurate with the Customer's electric service requirements and the necessary service facilities and equipment (See Section 11(C)). Service shall be continued after the expiration of the initial contractual period until cancelled by the Customer upon proper notice to the Cooperative.

E. TEMPORARY SERVICE:

- (1) <u>Additional Charge:</u> Temporary service shall be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there shall be an additional charge paid in advance before service is established and determined as follows:
 - (a) an amount equal to estimated labor, overhead and expendable material charges for both installation and removal of the temporary service, but in no event less than the Temporary Service Minimum Fee as filed in the Service Fees Rate Schedule; plus
 - (b) a security deposit or deposits, if required, and in accordance with these Rules and Regulations.
- (2) <u>Refund to Customer:</u> Upon removal of temporary service, all charges in excess of the Temporary Service Minimum Fee or the actual cost to the Cooperative, whichever is the greater, shall be refunded to the Customer after bills for electric service have been paid.

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Section 2 – Sheet 3
Replacing Section 2 – Sheet 3
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No supplement or separate understanding shall modify the tariff as shown hereon.

- F. <u>CHANGE IN OCCUPANCY:</u> When a change of occupancy is to take place on any premises supplied with electric service by the Cooperative, the outgoing Customer shall give written notice to the Cooperative or at the discretion of the Cooperative, oral notice, not less than seven (7) days prior to the date of change. If the Cooperative permits an oral connect or disconnect request, a record, utilizing a unique number and the Cooperative employee's name or code, should be made of the request. The record should be retained for at least four months. The outgoing Customer shall be held responsible for payment of all electric energy recorded by the meter until the requested time of termination. If no such notice is given, the outgoing Customer shall be held responsible for electric energy recorded during the time in which the account continues to be in the Customer's name as shown by the records of the Cooperative. The Customer shall not by such notice be relieved of any obligations already accrued under the Electric Service Agreement.
- G. <u>RE-SELLING OR REDISTRIBUTING OF SERVICE</u>: The electric service provided is for the sole use of the Customer and the Customer shall not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule shall be sufficient cause for immediate disconnection of service under Section 6(A)(1).

Effective March 25 2015
Month Day Year Pioneer Electric Board of Trustees

By _____ Signature of Officer Title

Attested Perry Rubart
Pioneer Electric Board of Trustees

Perry & Rubart
Pioneer Electric Board of Trustees

Secretary

(Name of Issuing Utility)

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Section 3 – <u>Sheet 1</u> Replacing <u>Section 3 – Sheet 1</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 3: STANDARDS ON BILLING PRACTICES

A. CONTENTS OF BILL:

- (1) The Cooperative shall normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings shall be issued on a monthly or other basis as may be in accordance with the practices of Pioneer Electric. Each service bill issued to a Customer 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 meter reading. The entire word "Estimated" must be shown on the bill.
 - b. The date of the meter reading and the date of the bill. Pioneer Electric shall read meters in a range of no less than 26 days and no more than 36 days for monthly billing. Pioneer Electric may vary its meter reads from this period to take into account the effects of connections, disconnections and for Customers directly affected by rerouting.
 - 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 energy cost adjustment in cents per kilowatt hour (kWh) and the total amount of the adjustment due.
 - g. If the energy cost adjustment is prorated, each proration factor and associated usage must be shown on the bill.
 - h. The amount of additional charges due for past due accounts, security deposits; trip, connection or disconnection charges; installment payments, and other utility charges approved by the Cooperative's Board of Trustees.

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No supplement or separate understanding shall modify the tariff as shown hereon.

- i. The total amount due for the current billing period.
- j. The amount due for franchise and sales taxes and research and development surcharges stated separately.
- k. The address and telephone number of Pioneer Electric and the identification of the office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
 - 1. General information explaining overall changes in rates and customer charges must be made available to Customers through bill inserts, direct mail or in the Kansas Country Living when new rates are implemented as approved by the Board of Trustees.
- (2) The bill shall also show any adjustment to previous billings based on estimated meter usage or customer meter readings. The adjustment shall be made after actual usage has been determined by a meter reading by the Cooperative, pursuant to Subsections 3(B)(2) and 3(C)(2). The adjustment shall be calculated for the period between the prior and the most recent meter reading by Pioneer Electric. If the adjustment shows a net balance due the Cooperative, the Customer shall be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer shall be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.
- (3) 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.
- (4) If the Customer makes a partial payment for the total bill, the Cooperative shall credit payment: (a) first to the balance outstanding for utility service beginning with the oldest service debt, (b) then to additional utility charges (such as disconnection/reconnection fees, etc.) and (c) then to special charges as defined above.

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No supplement or separate understanding shall modify the tariff as shown hereon.

- (5) If the Customer is paying under the Budget Payment Plan, each bill shall also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.
- (6) If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

B. **CUSTOMER METER READINGS:**

- (1) If necessary, the Cooperative may request Customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the Customer shall be on printed forms provided by the Cooperative, such forms to contain instructions as to the methods of reading. In the event the Customer does not furnish a meter reading pursuant to this subsection for two consecutive periods, the utility may read the meter and charge the Customer a trip charge as provided in rules and regulations approved by the Cooperative's Board of Trustees.
- (2) Meter readings by the Customer, though used for billing purposes, shall not be considered final. Such Customers' meters shall be read at least once a year by the Cooperative at no cost to the Customer and an adjustment shall be made in accordance with Section 3(A)(2). A final bill, when service is discontinued, must be based upon actual reading by the utility, except as provided in Subsection 3(C)(1)(e).

C. <u>ESTIMATED METER READING:</u>

- (1) The Cooperative may render a bill based on estimated meter reading only if the estimating procedures employed by the Cooperative and any substantial changes in those procedures have been approved by the Cooperative's Board of Trustees. And, if the bill is rendered:
 - a. To Seasonal Customers, provided an appropriate Rate Schedule is by the Cooperative's Board of Trustees and an actual reading is obtained before each change in the seasonal cycle;

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Section 3 – <u>Sheet 4</u> Replacing <u>Section 3 – Sheet 4</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

- b. When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Cooperative's control prevent actual meter readings;
- c. When the Cooperative is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving preaddressed forms upon which the Customer may note the readings are unavailing;
- d. When the Customer does not furnish a meter reading as requested by the Cooperative; or
- e. Notwithstanding subsections (a)-(d), the Cooperative may also render a bill based on estimated meter reading as a Customer's final or initial bill only when:
 - (1) The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Cooperative,
 - (2) An actual meter reading would not show actual Customer usage but is used in estimating usage, or
 - (3) An actual meter reading cannot be taken because of broken meter or other equipment failure.
- (2) Maximum number of estimated bills.
 - a. The Cooperative may, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated bill under Subsections (a) and (b), the Cooperative may request the Customer to provide a meter reading upon pre-addressed forms.
 - b. The Cooperative may not render an estimated monthly bill more than a total of six times per year.

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Section 3 – <u>Sheet 5</u> Replacing <u>Section 3 – Sheet 5</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

- c. In situations where both the meter is inaccessible and the customer is not available to furnish a meter reading, Subsection C, the utility may render an estimated bill as necessary. Such customer's meters will be read at least once a year by the utility and an adjustment shall be made in accordance with Section 3(A)(2).
- (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;
 - (1) Pioneer Electric personnel should not make field estimates of usage. Personnel having specific knowledge of a customer's circumstances should relay that information to the Billing Department, whose responsibility is to calculate estimates according to established guidelines.
 - b. Maintain estimated bill records for at least36 months and in the same manner as all other customer billing history.
 - c. Clearly disclose on the bill that it is based on estimated meter reading by showing the entire word "Estimated"; and
 - d. Make any appropriate adjustment upon subsequent actual reading of the meter.
- (4) A utility may also render a bill based on an estimated meter reading when the customer is paying under an average or level payment plan under which payments are based on an estimated or projected average usage if:
 - a. The plan has been approved by the Cooperative's Board of Trustees;
 - b. Actual meter readings are made, except as provided in 3(C)(1) above; and
 - c. The disclosures required by 3(A)(4) are made.

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Section 3 – <u>Sheet 6</u> Replacing <u>Section 3 – Sheet 6</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding
shall modify the tariff as shown hereon.

D. PRORATION:

(1) Proration of customer charges.

Customer charges shall be prorated only when: Connection or disconnection of service which causes the billing cycle to be outside the range of 26 through 36 days.

- (2) Proration for general changes in rates or tariffs.
 - a. If not effective on the first day of a month, the Cooperative must prorate customer's bills during the billing month due to a change in rates or tariffs.

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Section 3 – Sheet 7

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Replacing <u>Section 3 – Sheet 7</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

E. RESPONSIBILITY FOR PAYMENT OF A BILL:

- (1) The Cooperative shall not threaten to refuse or threaten to disconnect the service of an individual for an outstanding debt on an account unless that individual either signed the service agreement on the account or agreed orally at the time the service was established to be responsible for the account. The only exception to this rule is when the individual and the customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.
- (2) The Cooperative shall not threaten or refuse service to or threaten or disconnect the service of an individual for an outstanding debt more than five (5) years old if the service agreement was signed and three (3) years if the agreement was oral.

Effective March 25 2015
Month Day Year

By _____ CEO
Signature of Officer Title

Attested Perry Rubart
Pioneer Electric Board of Trustees

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Section 4 – <u>Sheet 1</u> Replacing <u>Section 4 – Sheet 1</u> Which was approved <u>March 25, 2015</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 4: STANDARDS ON DELAYED PAYMENT CHARGES

- A. All bills for utility service are due and payable upon receipt. A customer of the Cooperative shall be informed of and be able to specify to which service the payment(s) are to be applied, regardless of whether the payments are for current usage or arrearages. A bill shall be deemed delinquent if payment thereof is not received by the utility or its authorized agent on or before the date stated on the bill which date shall be:
 - (1) For Commercial and Residential Customers, except those Residential Customers on the Arrearage Average payment Plans, the last date on which payments received can, in the normal and reasonable course of the Cooperative's procedures, be credited to the Customer's account in preparing his or her next normal billing.
 - (2) For Residential Customers on the Arrearage Average Payment Plan, an additional five (5) days shall be added to the normal due date and any payment received by the utility within the extra five (5) days shall be counted as an on-time payment with no penalty due. The utility may continue to show only the normal due date on the bill provided:
 - a. Customers on average payment plans are informed they have the additional five (5) days.
 - b. Inadvertent late payment charges paid to the Cooperative within the five (5) days shall be credited to the Customer's account.
- B. When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current electric service will be added to the Customer's bill and collection efforts by the Cooperative shall be initiated.
- C. If the last calendar day for remittance falls on a Saturday, Sunday, legal holiday, or other 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.

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(Name of Issuing Utility)

Entire Territory Served

(Territory to which schedule is applicable)

Section 4 – <u>Sheet 2</u> Replacing <u>Section 4 – Sheet 2</u> Which was approved <u>March 25, 2015</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

- D. If a Commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, the Cooperative shall offer to mail a copy of the bills to the Customer's bill-paying office at the same time it is delivered to the local business. If the customer chooses, the Cooperative shall offer the option of paying a one percent (1%) late fee every month for a time extension of 14 days. The Cooperative may discontinue this option for the Customer after the Customer requests it or fails to pay the bill within the 29 days established by this provision.
- E. Arrearage Average Payment Plan An average payment plan similar to the Cold Weather Rule Average Payment Plan must be one of the options available to Residential Customers with arrears. The Customer shall have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. Arrearages from a previous Cold Weather Rule Plan or Arrearage Average Payment Plan must be paid off before entering into this plan. Customers shall be informed of this option.
- F. The Cooperative may discontinue service for a delinquent bill after issuing the notice required by Section 6. As stated in said notice, if a trip is made to the customer's premises for the purpose of disconnection for non-payment of a bill, the Cooperative shall require a trip and disconnection charge. Such trip and disconnection charge shall be as provided in Rules and Regulations approved by the Cooperative's Board of Trustees.

After disconnection of service for non-payment of a bill, should service be reconnected in accordance with the appropriate provisions of the Cooperative's Rules, Regulations and Tariffs, a reconnection charge shall be applied; such reconnection charge shall be as provided in Rules and Regulations approved by the Cooperative's Board of Trustees.

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(Territory to which schedule is applicable)

Section 5 – Sheet 1
Replacing Section 5 – Sheet 1
Which was approved February 12, 2016

No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 5: STANDARDS ON SECURITY DEPOSIT PRACTICE

- A. The Customer may be required to provide reasonable credit information to the Cooperative before service is made available. The Cooperative shall request positive identification (identified as photo with name) from Residential Customers. If positive identification is not immediately available, a Customer providing a full deposit shall have two (2) months to secure positive identification and up to two (2) additional months, if payments are kept current. A commensurate period should be allowed for less than a full deposit. The Cooperative *may*, at the time of application for service, require a security deposit to guarantee payment of bills for electric service rendered if:
 - (1) The Customer is taking electric service under Cooperative's Large Industrial Tariff.
 - (2) The Cooperative establishes, in its sole determination, that the Customer has an unsatisfactory payment record, is a financial risk to the Cooperative, cannot demonstrate adequate assurance of future payment, or has an insufficient prior payment history upon which an acceptable payment record may be based.
 - (3) Customer has previously filed or consented to a petition under the provision of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"), or the insolvency laws of any state, district, commonwealth or territory of the United States ("Insolvency Laws"), or any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; or there has been the filing of a petition against Customer as the subject debtor under the Bankruptcy Code or Insolvency Laws which was not dismissed within 60 days of filing; or Customer made or consented to an assignment for the benefit of creditors or a common law composition of creditors.
 - (4) The Customer has outstanding, with the Cooperative, an undisputed and unpaid service account, which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.

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Section 5 – Sheet 2
Replacing Section 5 – Sheet 2
Which was approved February 12, 2016

No supplement or separate understanding shall modify the tariff as shown hereon.

(5) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of any utility within the last five (5) years.

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:

- (1) Customer has been disconnected for non-payment.
- (2) The Customer has outstanding, with the Cooperative, an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.
- (3) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of any utility within the last five years.
- (4) The Customer fails to pay an undisputed bill before the delinquency date at least three (3) billing periods during the previous 12-months.
- (5) The Customer is taking electric service under Cooperative's Large Industrial Tariff.
- (6) The Cooperative establishes, in its sole determination, that the Customer has an unsatisfactory payment history, is a financial risk to the Cooperative, cannot demonstrate adequate assurance of future payment, or has an insufficient prior payment history upon which an acceptable payment record may be based.

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Section 5 – Sheet 3

(Name of Issuing Utility)

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(Territory to which schedule is applicable)

Replacing Section 5 – Sheet 3
Which was approved February 12, 2016

No supplement or separate understanding shall modify the tariff as shown hereon.

- (7) Customer has previously filed or consented to a petition under the provision of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"), or the insolvency laws of any state, district, commonwealth or territory of the United States ("Insolvency Laws"), or any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; or there has been the filing of a petition against Customer as the subject debtor under the Bankruptcy Code or Insolvency Laws which was not dismissed within 60 days of filing; or Customer made or consented to an assignment for the benefit of creditors or a common law composition of creditors.
- B. No deposit shall be required by the Cooperative because of a Customer's race, sex or sexual preference, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- C. For Residential Customers, the amount of the cash security deposit or surety bond required shall be calculated as an amount equal to the average of two (2) months' projected bill(s) for the service location. For other non-Residential Customers, such deposit shall not exceed the amount of that Customer's projected largest two (2) months' bill(s) for the service location. If the Customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's average use for the service location may be assessed. For purposes of establishing deposits and projecting monthly bills, the Cooperative shall consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of the service, and consumption patterns of other similar customers. The amount of the cash deposit or surety bond may be adjusted if the character or volume of the Customer's service should change.

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Section 5 – Sheet 4
Replacing Section 5 – Sheet 4
Which was approved February 12, 2016

No supplement or separate understanding shall modify the tariff as shown hereon.

The Cooperative shall inform the Residential Customer of, and permit payment of any required Residential Customer's deposit in equal installments over a period of at least four (4) months. An additional two (2) months shall be given to Customers who have been assessed an additional deposit due to documented diversion (meter bypass).

The Cooperative shall inform non-Residential Customers of any required deposit and may require immediate payment. The Cooperative, in its sole determination, may agree to accept installment payments over a defined period of time due to character or volume of service.

- D. The Cooperative shall maintain a record of all security deposits received from Customers showing the name of each Customer, the address of the premises for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest earned.
- E. When the Cooperative accepts a security deposit, a non-assignable receipt shall be issued to the Customer containing the following minimum information:
 - (1) Name of Customer
 - (2) Place of deposit
 - (3) Date of deposit
 - (4) Amount of deposit
 - (5) Cooperative name and address, signature and title of the Cooperative employee receiving the deposit.
 - (6) Current annual interest rate earned on the deposit

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 $\begin{array}{c} \text{Section 5} - \underline{\text{Sheet 5}} \\ \text{Replacing } \underline{\text{Section 5}} - \underline{\text{Sheet 5}} \\ \text{Which was approved February } \underline{12,2016} \end{array}$

No supplement or separate understanding
shall modify the tariff as shown hereon

(7) Statement of the terms and conditions governing the use, retention and return of deposits.

However, in lieu of a receipt, the Cooperative may indicate on the Customer's monthly billing the amount of any security deposit retained by the Cooperative, provided that the information required by Section 5 (6) and (7) above is otherwise individually given in writing to the Customer. In all cases, a receipt shall be given upon Customer request.

F. Deposits taken from Residential Customers shall be returned after Customer has paid ten (10) out of the last twelve (12) monthly bills on time and no undisputed bill remained unpaid after 30 days after the due date. The month(s) of a disputed bill(s) shall be ignored in this calculation.

Deposits under \$300 taken from non-Residential Customers shall be returned after 36-months of on-time payment. 36-months of on-time payments need not be consecutive.

Non-Residential deposits of \$300 or more shall be retained until termination of service. Upon termination of service, if the security deposit is not to be transferred, the Cooperative will refund the deposit to the Customer less any unpaid utility bills due the utility.

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Section 5 – <u>Sheet 6</u> Replacing <u>New</u> Which was approved <u>February 12, 2016</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

Upon termination of service, if the security deposit is not to be transferred, the Cooperative will refund the deposit to the Customer less any unpaid utility bills due the utility.

A deposit need not be returned until all undisputed amounts are paid. When credited or refunded, if requested by Customer, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1978. Supp. 12-822 and amendments thereto.

- G. Interest earned on Residential and non-Residential deposits shall be credited to the Customer's bill or refunded at least once a year.
- H. Security deposits shall be nontransferable from one customer to another customer; however, upon termination of the Customer's service at a service address, the utility may transfer the deposit to the Customer's new service address' active account.
- I. In lieu of paying or posting a security deposit as outlined in Section 5(C), for existing Residential Customers with a "B" rating based on their account payment history with the Cooperative, the Cooperative may, in its sole determination, accept:
 - 1) The written guarantee of a creditworthy, responsible third party Customer (Guarantor) as surety for a Residential Customer's service account. The Cooperative shall require the Guarantor to sign an agreement allowing the Cooperative to transfer the Customer's debt to the Guarantor's electric account. In the event the Customer's debt is transferred to the Guarantor's account, the Guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section 4 or the Cold Weather Rule; or
 - 2) Signing up to pay by ACH. However, any subsequent late payments or delinquencies due to insufficient funds, etc. by the Customer will result in the automatic assessment and posting of the full security deposit; or

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Pioneer Electric Cooperative, Inc. (Name of Issuing Utility)

Section 5 – Sheet 7
Replacing New
Which was approved February 12, 2016

No supplement or separate understanding shall modify the tariff as shown hereon.

Entire Territory Served

3) Cash Deposit, Surety Bond or Letter of Credit.

The Guarantor of a Residential Customer shall be released upon non-delinquent payment by the Residential Customer of all undisputed proper charges for electric service as outlined in 5(F), or upon termination of service and payment of service charges accrued up to and including the effective date of termination of service.

J. In lieu of paying or posting a security deposit as outlined in Section 5(C), for existing Residential and non-Residential Customers with a "C" or "D" rating based on their account payment history with the Cooperative, the Cooperative may, in its sole discretion, allow the Customer to sign up to pay their monthly electric bill via ACH payment. However, any subsequent late payments or delinquencies due to insufficient funds, etc. by the Customer will result in the automatic assessment and posting of the full security deposit. Notwithstanding this Section 5(J), in no event does the Cooperative waive its right to immediately require a security deposit from the Customer based on any of the provisions in Section 5(A).

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Entire Territory Served

(Territory to which schedule is applicable)

Section 6 – <u>Sheet 1</u> Replacing <u>Section 6 – Sheet 1</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 6: STANDARDS ON DISCONTINUANCE OF SERVICE PRACTICES

- A. The Cooperative may discontinue or refuse service for any of the following reasons:
 - (1) When the Customer requests
 - (2) When the service is abandoned
 - (3) When a utility bill becomes delinquent as provided in Section 4(A), after proper notice, as provided in Section 6(E).
 - (4) When a dangerous condition exists on the Customer's premises
 - (5) When the Customer fails to provide credit information, security deposit or guarantee as set forth in Section 5(A) or has a previous undisputed and unpaid separate account for electric service with the Cooperative.
 - (6) When the Customer misrepresents his or her identity for the purpose of obtaining electric service.
 - (7) When the Customer refuses to grant Cooperative personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement.
 - (8) When the Customer violates any rule of the Cooperative, which adversely affects the safety of the customer or other persons, or the integrity of the Cooperative's delivery system.
 - (9) When the Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), Cooperative's service situated or delivered on or about the Customer's premises.

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Entire Territory Served

(Territory to which schedule is applicable)

Section 6 – Sheet 2 Replacing Section 6 – Sheet 2 Which was approved March 16, 2011

No supplement or separate understanding
shall modify the tariff as shown hereon.

- B. None of the following shall constitute sufficient cause for the Cooperative to discontinue service:
 - (1) The Customer's failure to pay for special charges as defined in Section 3(A)(3).
 - (2) The Customer's failure to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these rules, the Cooperative may transfer any unpaid balance to any other Service Account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence, or location, the Cooperative may transfer such unpaid balance to any successive Service Account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence, or location of such transferred amount.
 - (3) The Customer's failure to pay for a different class of service received at the same location. 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.
 - (4) The Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute.
 - (5) The failure to pay an electric service account more than five (5) years old if the Service Agreement was signed and three (3) years if the agreement was oral.

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Section 6 – Sheet 3

(Name of Issuing Utility)

Entire Territory Served

(Territory to which schedule is applicable)

Replacing <u>Section 6 – Sheet 3</u> Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

- C. Except for discontinuance pursuant to Section 6A(1), (3), (7) and (8), the Cooperative shall not discontinue service unless:
 - (1) At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Cooperative office or authorized personnel identified in the notice given pursuant to Subsections E and F(2) are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection; and
- D. Discontinuance in special circumstances:
 - (1) If a Residential Customer notifies the Cooperative and establishes that:
 - a. Discontinuance would be especially dangerous to the health of the Customer, resident member the Customer's family, or other permanent resident of the premises where service is rendered consideration shall be given to the weather, and the Customer's or other resident's medical condition, age, or disability.
 - b. (i) If such Customer is unable to pay for such service in accordance with the requirements of the Cooperative's billing, (ii) or is able to pay for such service only in installments.

The Cooperative shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.

(2) In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the Customer's or other resident's medical condition, age, or disability.

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(Name of Issuing Utility)

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Section 6 – Sheet 4
Replacing Section 6 – Sheet 4
Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

E. Notice of discontinuance of service:

- (1) The Cooperative will give the Customer ten (10) days written notice before discontinuing service, unless the discontinuance is upon Customer request, or involves a dangerous condition, a violation of Cooperative rules or unauthorized interference diversion or use of service, Section 6A(1), (3), (7) or (8), in which case the Cooperative may discontinue service immediately. However, if the Cooperative has knowledge that persons other than the Customer or members of the Customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Cooperative shall give such persons a two (2) day written or twenty-four (24) oral notice prior to discontinuance.
- (2) The Cooperative, if it can prove that a Customer has received service by using a false identity, may disconnect the Customer 48 hours after a personal or phone contact is made with the Customer of record or ten (10) days after a disconnect notice is sent, whichever is quicker.
- (3) A notice separate from other utility bills, information or advertising shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Cooperative shall maintain an accurate record of the date of mailing and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.
- (4) The Cooperative shall notify, or attempt to notify, customers by phone, text or e-mail as preferred by customer at the last known telephone number or e-mail address, at least two (2) days before they are to be disconnected.
- (5) If the records of the Cooperative show that the Service Account, which it proposes to discontinue serves more than one residential dwelling unit, the Cooperative shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.

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(Territory to which schedule is applicable)

Section 6 – Sheet 5 Replacing Section 6 – Sheet 5 Which was approved March 16, 2011

No supplement or separate understandin	g
shall modify the tariff as shown hereon.	

- F. The notice(s) required by Section 6(E) shall contain the following information:
 - (1) The name and address of the Customer, and the address, if different, where service is rendered.
 - (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.
 - (3) The dates between which service can be discontinued unless the Customer takes appropriate action.
 - (4) Terms under which the Customer may avoid discontinuance.
 - (5) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Cooperative for balance owed not in dispute.
 - (6) A statement reasonably calculated to apprise the Customer 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 provided in Section 6(D). The address, telephone number and name of the Cooperative office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that the Customer may meet with a designated employee of the Cooperative and may 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.

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Section 6 – Sheet 6

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Entire Territory Served

(Territory to which schedule is applicable)

Replacing <u>Section 6 – Sheet 6</u> Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

G. The Cooperative shall disconnect meters for non-payment as follows:

- (1) All services with remote disconnect capabilities will be remotely disconnected on the date specified in the delinquent notice.
 - a. Any customer disconnected remotely will be charged a disconnect fee as provided in Section 4(F).
- (2) For meters without remote disconnect capabilities, the Cooperative shall proceed with disconnection for non-pay as follows:
 - a. The Cooperative shall discontinue service by removing meter or disconnecting service at the transformer.
 - b. If a Cooperative employee is required to disconnect service due to non-pay, the customer will be charged a trip and disconnection charge as provided in Section 4F.

H. Restoration of service:

- (1) Upon the Customer's request, the Cooperative shall restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required, satisfactory credit arrangements have been made.
- (2) At all times, the Cooperative shall make every effort to restore service on the restoration day requested, and in any event, restoration shall be made not later than the next business day following the day requested by the Customer.

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Section 6 – <u>Sheet 7</u> Replacing <u>Section 6 – Sheet 7</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

(3) The Cooperative may charge a reasonable fee for the restoration of service as provided in Section 4(F).

I. Review of disputes:

- (1) When a Customer 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
 - d. Attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties.
- (2) A Customer may advise the Cooperative that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Cooperative.
- (3) The Cooperative, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, onsite visits, or any other technique reasonably conducive to settlement of the dispute.
- (4) Should at anytime a group of customers being billed on the same tariff wish to become regulated by the Kansas Corporation Commission, the customers should petition the Commission to regulate the tariff as pursuant to Kansas State Statute K.S.A. 66-104d.

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Section 7 – <u>Sheet 2</u> Replacing <u>Section 7 – Sheet 2</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

- (5) Enter a level payment plan (rolling average favored) for current and future consumption with arrears paid in equal installments over the next eleven (11) months;
- (6) Not illegally divert (bypass meter) electric service; and
- (7) Not default on a payment plan.

C. PROHIBITIONS ON DISCONNECTIONS

When the Customer agrees to participate in the CWR Program, the Cooperative shall not disconnect a Customer's service between November 1 and March 31 when the local National Weather Service office forecasts that the temperature will drop below 35 degrees or will be in the mid-30s or colder within the following 48-hour period unless:

- (1) It is the Customer's request; or
- (2) The service is abandoned; or
- (3) A dangerous condition exists on the Customer's premises; or
- (4) The Customer violates any rule of the Cooperative, which adversely affects the safety of the Customer or other persons, or the physical integrity of the Cooperative's delivery system; or
- (5) The Customer causes or permits unauthorized interference with, or diversion or use of the electric service (meter bypass) situated or delivered on or about the Customer's premises; or
- (6) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
- (7) The Customer tenders an insufficient funds check as the initial payment or an installment payment under a CWR payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the Customer.

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Section 7 – Sheet 3 Replacing Section 7 – Sheet 3 Which was approved March 16, 2011

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Under (1), (2), (3), (4), (5) and (6) the Cooperative may disconnect the service immediately. Under (7), the Cooperative may disconnect the Customer 10 days after a disconnection notice is sent, if the Customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service. The value of the diverted service shall be estimated, based on either the historic use of the Customer or the service location of the residence.

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Section 7 – <u>Sheet 4</u> Replacing <u>Section 7 – Sheet 4</u> Which was approved <u>March 16, 2011</u>

No supplement or separate understanding shall modify the tariff as shown hereon.

D. RESPONSIBILITIES OF THE COOPERATIVE

The Cooperative shall comply with the following requirements:

- (1) Once a year, at least 30 days prior to the start of CWR period, mail a written notice of the CWR to each residential Customer who is currently receiving service, and to each residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.
- (2) Send one written notice mailed first class at least ten (10) days prior to termination of service. A Customer may not be disconnected until a 48-hour forecast above the activation temperature is predicted by the local National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Cooperative shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements under Section 6. On the day of disconnection, the Cooperative must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Cooperative must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In addition to the existing requirements contained in Section 6, the Cooperative shall in the telephone contact(s) and the ten (10) day written notice, inform the Customer of the existence of the CWR and that the Customer can avoid disconnection by complying with Section 7(C).

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- (3) Inform the Customer of, or provide a list, of Section 7(C)
- (4) Inform the Customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.
- (5) Inform the Customer of, or provide a list of, all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for CWR payments over a period of fewer than 12 months, the Cooperative must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.
- (6) Adopt and inform Customers about a third-party notification plan.

E. OTHER PROVISIONS

- (1) Security Deposits Deposits made in conjunction with the CWR may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Section 5(C) of the Standards on Security Deposit Practice.
- (2) Weatherization Programs The Cooperative's Board of Trustees recommends the Cooperative inform its Customers of the long-term advantages of weatherization programs.
- (3) Default The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the CWR payment plan. A Customer who defaults on a CWR payment plan is not eligible for the arrearage average payment plan under Section 4(E), unless the arrearages from the prior CWR plan are paid. A Customer who defaults on a CWR payment plan is eligible to enter into a new CWR payment plan upon making an initial payment as set forth in Section 7(C)(3), paying any disconnect and reconnect charges, and complying with the Customer responsibility provisions of Section 7(C). A payment plan of any length that is negotiated by the Customer and the

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Section 7 – <u>Sheet 6</u> Replacing <u>Section 7 – Sheet 6</u> Which was approved <u>March 16, 2011</u>

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required to be offered under the plan. However, a Customer w shall not be considered to be payments that have been made	has been informed of the payment plans e CWR is considered to be a CWR payment ith a payment plan of fewer than 11 months in default of the payment plan if the actual e are equal or greater than the amount that r an 11-month payment plan for arrearages.
	ent – The Customer should be encouraged to e Customer receives utility or other lump sum
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Section 8 – <u>Sheet 1</u> Replacing <u>Section 8 – Sheet 1</u> Which was approved <u>March 16, 2011</u>

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SECTION 8: MINIMUM STANDARD FOR BILL PAYMENT METHODS

A. GENERAL PAYMENT PROVISIONS:

- (1) No Separate Fees: The Customer shall not be assessed a separate fee for using any "zero fee" method of payment to pay the utility bill. A "zero fee" payment is one in which the Customer is not charged a fee above the actual amount of the utility bill being paid. Postage or money order fees shall not be considered a fee. The Cooperative has the option to accept electronic payment methods, such as ACH, EFT, Credit Card, Debit Card or E-check.
- (2) <u>Authorized Payment Location:</u> The Cooperative accepts payment at its office in Ulysses Kansas, on the Cooperative's website, IVR, SmartHub Mobile Apps or a Kiosk located at the City of Rolla provided by NISC (Cooperative's software provider) only. No other payment locations have been approved to accept payments.
- (3) <u>Unauthorized Pay Agents:</u> Unauthorized pay agents have no contractual or other requirements to operate under rules approved by the Cooperative's Board of Trustees. They may include, but are not limited to, banks and other financial institutions, retail stores with "drop boxes" and/or third-party businesses or individuals. The Cooperative's acceptance of payment from an unauthorized pay agent on behalf of a customer shall not be construed as acceptance of such agent's assurance to the customer as to timeliness or accuracy.
- (4) <u>Internet Information:</u> The Cooperative has an internet website for utility bill information and will provide:
 - a. A complete list of all authorized payment options and the amount of any transaction fees payable by the customers.
 - b. An up-to-date list of Authorized Pay Agents and location when and if available.
- (5) <u>Annual Notice:</u> The Cooperative shall provide an annual notice to customers informing them of authorized bill payment options. The Notice shall advise of the potential impact of using unauthorized payment sources. The annual notice may be combined with another scheduled mailing to customers.

A1. METHODS OF PAYMENT:

(1) Payment by Mail: Customers paying by mail shall place a check or money

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order in a clearly addressed envelope and shall post such payment to cause it to arrive at the Cooperative's business address on or before the delinquency date.

(2) Electronic Checks:

- a. The Customer may request the Cooperative to issue a draft on the Customer's account in a U.S. financial institution for payment of the Customer's bill for utility services.
- b. The Customer may request its financial institution to electronically transfer funds to the Cooperative's bank account for payment of the Customer's bill for utility services.
- (3) <u>Automatic Bill Payment Plan:</u> The Cooperative has established a program that will, upon a Customer's request and authorization, systematically withdraw the Customer's billed payments from his/her account at a bank or other recognized financial institution.
- (4) <u>E-Bill Payments</u>: The Cooperative has established a program that will allow Customer to authorize a one-time payment via credit card, debit card or electronic check. With this payment option, the Customer will be charged a convenience fee as provided in Section 14 Service Fees.

A2. RESIDENTIAL BUDGET PAYMENT PLAN:

- (1) <u>Availability:</u> One of two Budget Payment Plans is, by mutual agreement between the Customer and the Cooperative, available to any qualifying Residential Customer.
- (2) Option One Even Payment Plan: At the request of any qualifying Customer, the Cooperative shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for electric service to be rendered during the contract period, which divided by the number of months in such contract period, shall be the monthly installment.
- (3) Option Two Twelve-month Rolling Average Variable Payment Plan: At the request of any qualifying Customer, the Cooperative shall submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months. This will be the Customer's current monthly installment. The same calculation method will be used to calculate each succeeding monthly installment for the Customer. The monthly payment will not remain the same from one month to the next in most instances.

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- (4) <u>Conditions of Budget Payment Plans:</u> The Customer shall be entitled to receive electric service under the chosen Budget Payment Plan provided the Customer shall agree:
 - a. That each monthly installment shall be paid on or before the due date thereof.
 - b. That the late payment charge provided in these Rules and Regulations will be assessed if a bill becomes delinquent.
 - c. That failure to pay any monthly installment on or before the delinquent date shall be cause for termination by the Cooperative of the Budget payment Plan with respect to Customer, in addition to other remedies permitted, by these Rules and Regulations.
 - d. That the estimate shall apply only to the premises then occupied by the Customer and that if such premises are vacated during the period covered by said estimate, the Budget Payment Plan with respect to the Customer shall immediately terminate.
 - e. That if the Budget Plan is terminated, any amounts payable by or due to the Customer on account of the metered service during the period covered by the Plan shall be billed or credited to the Customer.
 - f. That until terminated by either party, the Budget Payment Plan shall be renewed automatically.
 - g. 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
 - h. That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period shall be charged or credited, as the case may be, to the service bill for the final month of such contract period, which shall be subject to current settlement before the start of the next contract period.
- B. <u>METER READING PERIODS</u>: Unless otherwise provided in the Rate Schedules, meters shall be read at intervals approximating the billing period. The Cooperative reserves the right to adopt a plan dividing territory served into districts and of reading meters in each district at a selected time period.

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Section 8 – <u>Sheet 4</u> Replacing <u>Section 8 – Sheet 4</u> Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

C. TAX ADJUSTMENT:

- (1) <u>Special Taxes:</u> When any city, state, or other taxing sub-division imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on the Cooperative, the amounts thereof insofar as practical, shall be charged on a per kWh, percentage or as specified by taxing entity to all Customers receiving electric service from the Cooperative within the boundaries of such taxing sub-division. This tax charge, in all cases, shall be in addition to the regular charges for electric service.
- (2) <u>Gross Receipts Tax:</u> Where a tax is levied on a percentage of gross receipts, that percentage shall be applied to each affected Customer's bill, and the amounts so computed shall be added to each Customer's regular billing until such Customer's proportionate share of the total tax is paid. The tax applicable to each Customer shall be identified on the Customer's billing as such.

D. <u>DEFAULT</u>:

- (1) Failure of the Customer to conform to these Rules and Regulations or to pay any amount due the Cooperative under the Customer's Electric Service Agreement in the full amount due before becoming delinquent shall constitute a default by the Customer in his or her Electric Service Agreement.
- (2) The Customer's obligation to pay the amount due the Cooperative under the Customer's Electric Service Agreement shall be separate from other obligations and claims between the Cooperative and the Customer. Failure by the Customer to pay obligations to and claims by the Cooperative other than amounts due the Cooperative under the Customer's Electric Service Agreement, shall not constitute a default justifying discontinuance of electric service under Section 6 of these Rules and Regulations. Failure of the Cooperative to pay obligations to or claims by the Customer, or to give the Customer credit therefore, shall not justify failure by the Customer to pay the Amount due the Cooperative under the Customer's Electric Service Agreement nor prevent default by the Customer.
- E. <u>RETURNED CHECK CHARGE</u> The Cooperative may require a charge, as filed in the Service Fees Rate Schedule, from the Customer for Customer checks returned or electronic payments denied for insufficient funds or any other reason.

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Section 8 – Sheet 5 & Section 9 – Sheet 1

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Replacing Section 8 – Sheet 5 & Section 9 – Sheet 1 Which was approved March 16, 2011

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F. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES:

- (1) If disconnection for non-payment of electric bill requires a cooperative employee be at the premise to disconnect service, except when requested by the Customer, the Cooperative shall require a trip charge as filed in the Service Fees Rate Schedule
- (2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 6(A)(1) the Cooperative shall require a Disconnection Charge as filed in the Service Fees Rate Schedule.
- (3) Upon reconnection of electric service, except when disconnected pursuant to Customer's request, the Cooperative shall require a Reconnection Charge as filed in the Service Fees Rate Schedule.
- (4) Unless otherwise specified in the Electric Service Agreement, in the event a Customer orders a disconnection and a reconnection of service at the same premises within the contract period without connection of another customer between disconnection and reconnection, the Cooperative shall collect, as a Reconnection Charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge filed in the Service Fees Rate Schedule.
- (5) Any trip, disconnection, or reconnection charges and all other utility charges due shall be paid before service is restored. These charges are in addition to any deposit, which may be required by the Cooperative before service is restored.

SECTION 9: CUSTOMER'S SERVICE OBLIGATIONS

A. <u>CUSTOMER TO FURNISH RIGHT-OF-WAY.</u> The Customer will provide or procure for the Cooperative at their expense such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Cooperative's facilities) as are satisfactory to the Cooperative, across property owned or otherwise controlled by the Customer, for the construction, operation, and maintenance by the Cooperative of its facilities necessary or incidental to the supplying of such electric service.

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Section 9 – Sheet 2 Replacing Section 9 – Sheet 2 Which was approved March 16, 2011

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B. <u>ACCESS TO CUSTOMER'S PREMISES.</u> The Customer shall give the duly authorized agents and employees of the Cooperative full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative's facilities on the premises of the Customer, reading meters, or for any purpose incidental to the electric service supplied by the Cooperative.

C. CUSTOMER'S INSTALLATION.

- (1) Service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof for the reception, use, and control of electric energy by the Customer shall be of the type approved by the Cooperative and shall meet the requirements of the National Electrical Code ("NEC") and comply with all state and municipal codes insofar as they apply.
- (2) Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Cooperative which are furnished, installed, and maintained by the Customer shall be the sole responsibility of the Customer.
- (3) The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the NEC and all state and municipal codes insofar as they apply.

D. PROTECTION OF CUSTOMER'S EQUIPMENT.

(1) The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the class of service to be supplied by the Cooperative.

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- (2) The protection of the Customer's equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase, failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service shall, at their own expense, furnish on such Customer's installation such protective equipment.
- E. <u>DANGEROUS OR DISTURBING USES</u>. The Customer shall use the electric service supplied by the Cooperative with due regard to the effect of such use on the Cooperative's electric service to its other Customers and on the facilities and equipment of the Cooperative. The Cooperative may refuse to supply electric service or may suspend electric service to a Customer, immediately, without notice under Section 6(A)(1), if the Customer's installation is in an unsafe dangerous condition or is so designed or operated as to disturb or adversely affect the safety of the Customer or other persons, or the integrity of the Cooperative's delivery system.
- F. <u>INSPECTIONS AND RECOMMENDATIONS</u>. The responsibility of the Customer regarding their use of the electric service supplied by the Cooperative is not set aside, and the Cooperative shall in no way be liable or responsible, on account of any inspections or recommendations by the Cooperative, which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Cooperative to its other Customers. The Cooperative reserves the right, but assumes no duty, to inspect the Customer's installation and facilities for suspected unsafe conditions.
- G. <u>DEFECTIVE CUSTOMER EQUIPMENT</u>. Defective appliances or fixtures shall be disconnected at once and properly repaired before further use. Defective appliances or fixtures includes, but is not limited to 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 Customer's premises, Customer shall open the service switch immediately to shut off the flow of electric energy and notify Cooperative at once.

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Section 9 – <u>Sheet 4</u> Replacing <u>Section 9 – Sheet 4</u> Which was approved March 16, 2011

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H. CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT.

Customer shall consult with the Cooperative before causing or permitting any construction that will affect any of the Cooperative's service facilities or equipment. Customer 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 Customer locate anything in such proximity to the aforesaid facilities of the Cooperative as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition. The Customer 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 Customer, or necessitated by the Customer's interference with the Cooperative's facilities. The Cooperative reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Cooperative's equipment will be removed or relocated only by employees, agents, or authorized representatives of the Cooperative. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 6(A)(1).

I. PROTECTION OF COOPERATIVE'S PROPERTY.

- (1) The Customer at all times shall protect the property of the Cooperative on the premises of the Customer and shall permit no person other than the employees and agents of the Cooperative and other persons authorized by law to inspect, work on, open or otherwise handle the wires, meters, or other facilities of the Cooperative. Any infraction of this rule shall be considered sufficient cause for discontinuance of service immediately, without notice under Section 6(A)(1).
- (2) In case of loss or damage to the property of the Cooperative on account of any carelessness, neglect, tampering, or misuse by the Customer, any member of their family, or their agents, servants, or employees, the Customer shall reimburse the Cooperative for the cost, actual plus overhead, of any necessary repairs or replacements of such facilities or the value of such facilities as solely determined by the Cooperative.

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Section 9 – <u>Sheet 5</u> Replacing <u>Section 9 – Sheet 5</u> Which was approved <u>March 16, 2011</u>

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

- (1) The Cooperative may discontinue service to a Customer under Section 6(A)(1) and remove its facilities from the Customer's premises, in the event evidence is found that any portion of the Cooperative's facilities have been tampered with in such manner that the Customer may have received unmetered service or in the event evidence of fraudulent use of electric service in any manner, including fraudulent meter reading is discovered.
- (2) In such event, the Cooperative may require the Customer to pay all bills, including a bill for such amount of electric service as the Cooperative may estimate, from available information, to have been used but not registered by the Cooperative's meter or otherwise fraudulently used, and to increase the amount of their cash security deposit or surety bond, or other credit arrangement and pay all damages to Cooperative-owned equipment, if any, before electric service is restored. In addition, before service is restored, the Customer 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 Customer.

K. <u>INDEMNITY TO COOPERATIVE.</u>

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

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- (2) The Customer shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Cooperative's service lines or other necessary appurtenances to serve Customer, unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Cooperative.
- L. <u>PARALLEL OPERATION</u>. No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplied by the Cooperative, except as may be permitted under a special Electric Service Agreement. Any infraction of this rule shall be sufficient cause for discontinuance under Section 6(A)(1).
- M. CHARGES FOR WORK COMPLETED ON CUSTOMER'S PREMISES. The Cooperative shall charge for all materials furnished and for all work done on Customer'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 Customer. The charges shall be based upon Cooperative's existing schedule for such work to include actual costs and associated overhead. The Cooperative will not charge for replacement or repair of equipment furnished and owned by the Cooperative on Customer's premises, except when repairs or replacement are caused by negligence or misuse by Customer or Customer's agents as previously defined herein.

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Section 10 – <u>Sheet 1</u> Replacing <u>Section 10 – Sheet 1</u> Which was approved <u>March 16, 2011</u>

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SECTION 10: COOPERATIVE'S SERVICE OBLIGATIONS

A. OVERHEAD SERVICE INSTALLATION.

- (1) <u>Installation of Service Wires to Poles.</u> The Cooperative will install overhead service wires from the distribution pole line to a pole located on or adjacent to the Customer'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 Customer'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 Customer.
- (2) <u>Installation of Service Wires to Building.</u> Under exceptional conditions, the Cooperative may elect to install overhead service wires from the distribution pole lines to the exterior of one of the Customer'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 Customer'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 Customer.

B. UNDERGROUND SERVICE INSTALLATION.

- (1) The Cooperative shall determine those areas where underground electric facilities shall be furnished.
- (2) A Customer desiring existing overhead electric facilities to be replaced by underground facilities, shall pay for the cost, to include actual plus overheads, of the conversion and underground facilities less material salvage, if any.

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- (3) If Customer desires underground electric facilities where the Cooperative has determined that overhead facilities should be used, the Cooperative will install underground service, provided the Customer bears the full cost of an amount equal to the estimated cost differential between the cost of underground service facilities and the cost of standard overhead facilities.
- (4) Any Customer 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 Customer's premises, and all wires and appurtenances to be installed beyond this point of service.
- (5) Where underground service is installed, the pole and meter equipment thereon shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative.
- C. <u>ENERGIZING BY COOPERATIVE ONLY.</u> Only authorized Cooperative employees shall be permitted to energize the Cooperative's facilities. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 6(A)(1).

D. DELIVERY OF ELECTRIC SERVICE.

- (1) The obligation of the Cooperative to supply electric service shall be completed by the supplying of such electric service at the Customer's point of delivery. The responsibility of the Cooperative for the quality of service and operation of its facilities ends at the point of delivery.
- (2) The point of delivery at which electric energy is furnished to the Customer will be the Cooperative's meter on Customer's premises, unless otherwise defined by the Customer's Electric Service Agreement.

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By		<u>CEO</u>	By Secretary
	Signature of Officer	Title	

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Section 10 – <u>Sheet 3</u> Replacing <u>Section 10 – Sheet 3</u> Which was approved <u>March 16, 2011</u>

- (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 Customer'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 Customer's point of delivery, and one meter installation to measure such electric service to the Customer for each class of service.
- (5) The Cooperative shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to a special Electric Service Agreement as required in Section 9M.
- E. <u>PROPERTY OF THE COOPERATIVE</u>. All facilities furnished and installed by the Cooperative on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Cooperative. All facilities on the premises of the Customer 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 Customer's Electric Service Agreement or upon discontinuance by the Cooperative of electric service to the Customer for any reason.
- F. <u>CONTINUITY OF SERVICE</u>. The Cooperative will use reasonable diligence to supply continuous electric service, but does not guarantee the supply of electric service against irregularities or interruptions. In no event shall the Cooperative be liable for damages from irregularities or interruptions of service caused by, but not limited to failure of facilities, breakdowns or injury to equipment, extraordinary repairs, an act of God, public enemy, accidents, labor disturbance, strikes or their equivalent, sabotage, legal process, federal, state, or municipal interferences and restraint by public authority, any emergency, or cause beyond the Cooperative's control.

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Section 10 – Sheet 4
Replacing Section 10 – Sheet 4
Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

G. CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE.

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

H. RESTORATION OF SERVICE.

- (1) In all cases of curtailment, irregularity, interruptions or suspension of service, the Cooperative will make every reasonable effort to restore service without unnecessary delay. Labor disturbances affecting the Cooperative or involving employees of the Cooperative may be resolved by the Cooperative at its sole discretion.
- (2) The Cooperative shall not be considered in default of the Electric Service Agreement with Customer, and shall not otherwise be liable for any damage occasioned by a curtailment, irregularity, interruption, or suspension of electric service. The Customer shall not be relieved from charges provided for in the Electric Service Agreement and Rate Schedules because of curtailment, irregularity, interruption or suspension of electric service.
- I. <u>LIABILITY OF COOPERATIVE</u>. The Cooperative shall not be considered in default of the Electric Service Agreement and shall not otherwise be liable on account of any failure by the Cooperative to perform any obligation, if prevented from fulfilling such obligation by reason of any delivery delay, breakdown or failure of or damage to facilities, an electric disturbance originating on or transmitted through electrical systems with which the Cooperative's system is interconnected, act of God, or public enemy, strike, or other labor disturbance involving the Cooperative or the Customer, civil, military, or governmental authority, or any cause beyond the control of the Cooperative.

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Section 11 – Sheet 1 Replacing Section 11 – Sheet 1 Which was approved March 16, 2011

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SECTION 11: LINE EXTENSION POLICY.

- A. CONTRACT FOR LINE EXTENSION. In the event a Customer requests a line extension, a one-time aid in construction contribution may be required. As evidence that the Customer accepts service under the terms of this extension policy and repayment of costs thereof, the Customer will be required to sign a Contract for Line Extension prior to construction of line. If an aid in construction contribution is required the Customer has two options for payment.
 - (1) Lump Sum: Prepay 80% of the total projected cost. The lump sum payment shall be submitted with the signed Contract for Line Extension.
 - (2) Monthly Installments: Repay 90% of the total projected cost in 60 monthly installments.
- B. <u>SINGLE PHASE LINE AND SERVICE</u>. The Cooperative will build, at no additional expense to the requesting Customer, the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Customer under its established Rate Schedules. In the event the line extension exceeds one-quarter (1/4) mile per Customer, a Contract for Line Extension as defined in Section 11 (A) shall be signed.
- C. <u>MULTI-PHASE LINE AND SERVICE</u>. Whenever the Cooperative extends a multi-phase line or converts an existing line to furnish multi-phase service to any Customer in its territory under the established Rate Schedules, a Contract for Line Extension as defined in Section 11 (A) shall be signed.

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Section 11 – Sheet 2 Replacing Section 11 – Sheet 2 Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

D. SPECIAL CONTRACTS FOR SERVICE.

- (1) Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of the Cooperative, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above stated monthly Customer Charge to warrant the investment, the Cooperative may require any or more of the following of the Customer before construction of equipment or facilities to supply service: (a) an adequate monthly Customer Charge calculated upon reasonable considerations, (b) a cash contribution in advance, (c) an acceptable guarantee or bond.
- (2) In such cases, the Customer shall enter into a written contract with the Cooperative as to character, amount, and duration of the business offered. No interest shall accrue or be payable on any cash contribution required by the Cooperative.
- E. <u>CONTRIBUTION BY DEVELOPER</u>. 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 the Cooperative's distribution system. The contribution shall be refunded to the developer or owner, proportionately, as additional houses or buildings are built, occupied and connected to the distribution system during the succeeding five (5) years. Any cash contribution remaining at the end of five years shall be forfeited by the developer or owner to the Cooperative.

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Section 12 – Sheet 1
Replacing Section 12 – Sheet 1
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SECTION 12: METERING

- A. <u>METERING OF SERVICE</u>. 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.
- B. <u>SEPARATE METERING.</u> Where Cooperative's Rate Schedules provide for separate metering of different classes of service, Customer'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 Customer.

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Section 12 – Sheet 2 Replacing Section 12 – Sheet 2 Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

C. MULTI-METERING INSTALLATIONS.

- (1) The Cooperative will eliminate, on a prospective basis, the practice of providing electric service to more than one Customer in a Multiple Residential Complex through a single metering point. Separate Applications for electric service will be made and separate meters installed for each dwelling unit within a Multiple Residential Complex. The meters will be connected to one set of service wires, providing the service wires are of sufficient size to furnish an ample supply to all Customers. Customer's wiring shall be so arranged as to permit the installation of Cooperative's meters immediately adjacent to each other.
- (2) Multiple Residential Complexes may be served through one meter where energy savings can be achieved through the use of energy systems, which require master metering.
- (3) Where two or more Residential Customers or dwelling units in a Multiple Residential Complex are served through one meter, the respective Rate Schedules shall be applicable by multiplying the kWh of each rate block and the minimum by each number of dwelling units.

D. <u>CHANGES IN METER INSTALLATIONS.</u>

- (1) Cooperative will, at its expense, make all changes in Cooperative's installed meter loops, meter receptacles, meters, and related appurtenances on 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., and in the Customer's entrance wires, entrance switches, etc., shall be provided at the Cooperative's expense.
- (3) Changes requested by the Customer that involves the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the Customer's expense.

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No supplement or separate understanding shall modify the tariff as shown hereon.

E. <u>METER SEALS.</u> Seals will be placed on all meters or meter enclosures by Cooperative and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Cooperative.

F. METER ACCURACY AND TESTING.

- (1) The accuracy and testing of Cooperative's meters shall be in accordance with these Rules and Regulations.
- (2) Whenever any test by the Cooperative of a watt hour meter, while in service or on its removal from service, shall show such meter to have an average error or more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electrical service bill shall be observed:
 - (a) The error found shall be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became damaged if such time can be positively determined and is less than six (6) months prior to the time of the test.
 - (b) If the meter is found to be faster than allowable, the Cooperative shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined above. The actual error of the meter, and not the difference between the allowable error and the error of the meter as found, shall be used as the basis for calculating the refund.

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- (c) If the meter is found to under-register, the Cooperative may render a bill to the Customer 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 not being grossly negligent for allowing the inaccurate meter to remain in service. The Cooperative shall in no case render a bill for underregistration where a meter has been found to be slow, unless the particular meter has been tested in conformity with paragraph F. (1) of this Section.
- G. <u>DEMAND METERS</u>. 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 reading, the average error of the demand meter shall be determined from the heavy load accuracy of the demand meter itself.
- H. <u>SPECIAL METER TESTS.</u> In the event a Customer requests the Cooperative to test a meter, the Cooperative shall test the meter at no cost to the Customer. The results of test shall be shared with the consumer. If meter is found to be outside the accuracy limit the appropriate adjustment will be made to the Customer's billing account.

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Section 13 – Sheet 1
Replacing Section 13 – Sheet 1
Which was approved March 16, 2011

No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 13: GENERAL CLAUSES

- A. <u>WAIVER</u>. Waiver by the Cooperative with respect to any default by a Customer in complying with the provisions of the Electric Service Agreement and these Rules and Regulations shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.
- B. <u>LEGAL NOTICES BETWEEN CUSTOMER AND COOPERATIVE.</u> All notices addressed to the Cooperative shall be in writing and to the attention of the Chief Executive Officer. Telephone communications shall not be considered as proper notice unless specifically provided for in these Rules and Regulations.
- C. <u>AUTHORITY AND WAIVER</u>. The Requirements contained in these Rules and Regulations may be waived in individual cases upon written approval by the Cooperative's Board of Trustees and a showing that compliance with the requirement would serve the interests of neither the Cooperative nor the Customer. No representative, agent, or employee of the Cooperative shall otherwise have the authority to amend, modify, alter, or waive any of the Cooperative's Rules and Regulations or bind the Cooperative by promise or representations.
- D. <u>REQUEST FOR INVESTIGATION</u>. If Customer feels that service is not adequate and sufficient, the Cooperative should first be advised, as soon as possible, in writing of the nature of the complaint so that the Cooperative may immediately resolve the complaint or conduct a thorough investigation.

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Section 14 – Sheet 1 Replacing Section 14 – Sheet 1 Which was approved March 25, 2015

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No supplement or separate understanding shall modify the tariff as shown hereon.

SECTION 14: SERVICE FEES

The following schedule of fees and charges shall be collected by the accordance with the provisions of the Rules and Regulations:	e Cooperative in
1. Temporary Service Minimum Fee	\$100.00
2. Returned Payment Charge – a charge not exceeding (The maximum provided by K.S.A. 60-2610)	\$30.00
3. Trip Charge (For meter reading of Non-AMI meters & non-pay meters without remote disconnection capabilities)	\$40.00
4. Non-Pay Disconnection Charge	\$30.00
 Non-Pay Business Hours Reconnection Charge (For meters with remote connection capabilities) 	\$30.00
6. Non-Pay Business Hours Reconnection Charge (For meters without remote connection capabilities)	\$40.00
7. Non-Pay After Hours Reconnection Charge (For meters with remote connection capabilities)	\$50.00
8. Non-Pay After Hours Reconnection Charge (For meters without remote connection capabilities)	\$130.00
9. Credit Card & Debit Card Usage (Usage is limited to Customers taking service under the Cooperative's Board-Approved Residential Tariff. No transaction fee will be assessed when paying on-line at a virtual terminal or kiosk using a debit or credit card and accessing the Company's on-line NISC gateway portals such as SmartHub, Mobile E-bill, PayNow, CallCapture secure payment hosted IVR, cash register secure Verifone Card Terminals, virtual terminals and payment kiosks or MoneyGram)	No Fee
 E-Check (Available to all Customers and limited to \$70,000 per transaction, per day) 	No Fee
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