



TERMS AND CONDITIONS OF SERVICE

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TERMS AND CONDITIONS OF SERVICE - INTRODUCTION

GENERAL STATEMENT

Purpose of Terms and Conditions of Service:

These Terms and Conditions of Service are designed to govern the supplying and taking of electric service in such a manner as to secure for each member the greatest practicable latitude in the enjoyment of his service that is consistent with good practice and safety to other members and consumers and to the Cooperative. They supersede and cancel all previous regulations pertaining to the supplying and taking of Cooperative's electric service.

Applicability:

These Terms and Conditions of Service, and any modifications thereof and additions thereto lawfully made, are applicable to all standard service agreements and contracts now existing or which may be entered into by the Cooperative and to all rate schedules which from time to time may be lawfully determined and adopted.

TERMS AND CONDITIONS OF SERVICE - PART I

RATES

101 Application of Rates:

The Cooperative's published rate schedules state the conditions under which each rate is available for service. A member may take service at one premise under more than one rate unless the availability of any rate specifically provides otherwise.

The Cooperative, at any time upon request, will determine for any member the rate best adapted to existing or anticipated service requirements as defined by the member. The responsibility for the choice between two or more applicable rates always lies with the member.

The Cooperative reserves the right to determine the rate for a member's usage that is considered seasonal in nature or when the usage widely varies within the year. This will only occur when the Cooperative, in its sole discretion, determines the member's usage has the potential to unfairly impact the rates for the membership as a whole.

Rates are normally established on a twelve-month basis, and a member having selected a rate adapted to his service may not change to another rate within a twelve-month period unless there is substantial change in the character or conditions of his service. A new member will be given reasonable opportunity (normally not to exceed three months) to determine his service requirements before definitely selecting the most favorable rate therefore.

The member may be required to reconcile the line extension costs if the rate requested is changed from the small commercial rate to the residential rate.

102 Exclusive Service on Installations Connected to Cooperative's System:

The standard electric rate schedules are based on exclusive use of Cooperative's service and, except in cases where the member has a contract with the Cooperative for auxiliary, breakdown or supplementary service, no electric service from another source will be used by the member on the same installation in conjunction with the Cooperative's service, either by means of a throw-over switch or any other connection. Auxiliary, breakdown or supplementary service as furnished by the Cooperative is not to be connected or operated in parallel with a private plant.

Auxiliary, breakdown or supplementary service is that electric service supplied by the Cooperative which is used to supplement the electric service which the member secures from another source, or which is available in the event of failure of the electric service which the member normally secures from another source, or which in effect serves to relieve, sustain or reinforce the effective operation of the member's private generating plant or other source of non-Cooperative electric service.

The member will not sell the electricity purchased from the Cooperative to any other member, company or person. The member will not be permitted to extend or connect the installation to lines across or under a street, alley, or other public space in order to obtain service for adjacent property through one meter, unless such adjacent property is a part of the same business, and actually contiguous except for such intervening public space.

TERMS AND CONDITIONS OF SERVICE - PART I

103 Temporary Service:

When service is desired for lighting or power for a period shorter than one year, the following provisions apply:

- A. An applicant may be required to pay, at the time of making the contract for service, a sum equal to the estimated costs of installation and removal plus the costs of materials to be used that will be unsalvageable after removal of the installation.
- B. A temporary meter pole or other suitable structure, with a meter base attached, will be supplied and installed by the member.
- C. The usual deposit to guarantee payment of bills may also be required.
- D. The schedule or schedules applicable to the member's class of service are to be applied in their entirety during the period for which service is furnished.

104 Intermittent Power Loads:

Because of their disturbing influence upon service to other members, hoists, elevators, furnaces, welding machines, x-ray machines, and other equipment where the use of electricity is intermittent or subject to violent fluctuations, may be served separately or may be served with other light and power equipment at the rate applicable, with the minimum bill modified as follows:

- A. When no special transformer is required, the minimum bill of the applicable rate is to include the connected capacity of the intermittent load; except x-ray apparatus is to be at 50% of its rated capacity.
- B. When the installation of special transformer equipment is required to limit voltage fluctuations on other members or to insure proper operation of the equipment, the Large Power or Commercial Rate schedule shall apply to such service, whichever is the lesser. In this case, the minimum bill as determined under the Commercial Rate Schedule is to be based on the connected capacity of the load, but not less than the capacity of the special transformer. If non-inductive equipment is also served from the special transformer, the estimated capacity required for the non-inductive equipment may be subtracted from the total connected load of the special transformer capacity in calculating the figure to be used in determining the minimum bill.

When the installation of special transformer equipment is required for x-ray machines, they are to be served separately under the Commercial Rate.

When the expenditure required to furnish service for intermittent power loads is in excess of the amount justified by the expected revenue, the member may be required to make suitable additional payments.

TERMS AND CONDITIONS OF SERVICE - PART I

104.1 Transformer Type Arc Welders:

A residential or commercial member not served by an individual transformer may connect a single transformer type arc welder having a maximum rated primary input current not to exceed 15 amperes for 120 volt operation or 30 amperes for 240 volt operation. The minimum bill of these members is to be determined by the schedule under which they are served.

TERMS AND CONDITIONS OF SERVICE - PART II

GENERAL INFORMATION

201 Applications:

Every member, before obtaining service, shall make written application (unless waived by the Cooperative) to the Cooperative for service at the appropriate rate. The written application for service, when signed by the member and accepted and approved by the Cooperative, constitutes a contract.

A "member" or "consumer", as used here, means one individual, partnership, association, firm, public or private corporation, or governmental agency at a single location receiving one class of service to be used only at the location or premises under his/her sole ownership or control.

A single application for service may be made to apply to different locations, or to cover more than one meter at the same location to be used by the same member.

Every application for service shall be made in the true name of the member desiring the service. The Cooperative may require suitable identification in order to verify the member's identification. Use of an alias, trade name, business name, spouse's name, the name of a relative, or another person as a device to escape payment of an unpaid obligation for utility service already provided to the member, or for any other reason, will not be permitted. In case of violation of this provision, the Cooperative may refuse or discontinue the service.

The contract for service is not transferable by the member, and a new occupant of the premises must make a new application in writing to the office of the Cooperative before service is begun.

The Cooperative will charge a fee of twenty-five dollars (\$25.00) for all connects except for the following:

1. Reconnecting a member who had been disconnected for non-payment;
2. Connecting an account placed in the name of the owner of residential rental property for service to residential rental units covered by a "Leave-on Agreement." These accounts will pay a reduced connect fee. (see 201.1)

The Cooperative may charge a fee of twenty-five dollars (\$25.00) for all disconnects, unless the account has been in continuous service for at least six months.

The applicant must furnish all permits required to enable the Cooperative to supply service, except for public space.

The Cooperative may charge for the cost of equipment, or other fees, needed at the applicant's premises for prepaid accounts.

All contracts for service under the scheduled rates of the Cooperative, except those that make a definite exception, are effective for initial periods of one year and are automatically renewed upon each expiration date on a month to month basis unless canceled by either party. The Cooperative may require a contract for a period of more than one year when the member's

TERMS AND CONDITIONS OF SERVICE - PART II

requirements for power and energy are unusually large, or necessitate considerable special or reserve equipment. In such cases the Cooperative may also require payment of any charges and amounts necessary to protect the investment of the Cooperative.

The contract shall, at the option of the Cooperative, cease and terminate and all bills for service previously furnished immediately become due and payable without further notice in case any act of bankruptcy is made or committed by the member, or any petition, either voluntary or involuntary, is filed by or against the member in bankruptcy. This paragraph does not apply to residential members.

Every member agrees that \$ 3.12 of the amount paid for electricity each year is for a subscription to the Oklahoma Living and 50 cents of the amount paid for electricity each year is for a subscription to the Oklahoma Electric Cooperative News.

201.1 Leave-on Agreement:

The Cooperative is authorized to enter into a written Leave-on Agreement with an owner/agent of residential rental property, at the option of the property owner/agent. If the Leave-on Agreement is entered into, the charges set forth therein for connection of service to residential rental units covered by the Agreement shall be those set forth below. These charges are exclusive of and in addition to charges for electric service rendered under any of the Cooperative's rate schedules.

The term "Leave-on Agreement" as used herein shall mean a written agreement between the Cooperative and an owner/agent of residential rental property, whereby said owner/agent agrees to be responsible for payment of all charges for electric service provided to residential rental unit covered by the agreement during any period subsequent to the closing of an account for service to a tenant or occupant of the rental unit and prior to the opening of an account for service to a new tenant or occupant of the rental unit.

Service Charges:

1. A connection charge of \$10.00 shall be assessed to the owner/agent each time it is necessary to establish an account in the owner's name for service provided to a residential unit in accordance with the terms of the Leave-on Agreement.
2. A disconnect charge of \$10.00 may be assessed to the owner/agent each time service to a residential rental unit covered by a Leave-on Agreement is disconnected, rather than transferred to the account of a new tenant or occupant of the unit.

202 Membership Fees and Deposits:

A membership fee shall be paid by each member receiving service from the Cooperative, or upon application for service from the Cooperative, as required in the By-Laws of the Cooperative.

TERMS AND CONDITIONS OF SERVICE - PART II

202.1 Required Deposits:

New applicants for service may be required to pay a deposit of up to two (2) times the highest estimated monthly bill except in the following instances:

1. When the member applicant has had an account with Oklahoma Electric Cooperative for twelve (12) consecutive months out of the last eighteen (18) months, and did not have more than two late payments, or any checks returned for insufficient funds during those twelve (12) months.
2. When the member applicant at some time earlier than the previous eighteen (18) months had been a member of Oklahoma Electric Cooperative, and had then a satisfactory credit history.
3. When the member presents a letter from the previous supplier of electricity stating that according to their records the member was not late with a payment more than twice in the previous twelve (12) month period, and had had no checks returned for insufficient funds during the same period. (If a deposit has already been collected, it will be refunded upon presentation of a satisfactory letter of credit.)
4. When other circumstances exist that allow waiving all or part of the deposit requirement, in the opinion of the Manager of Customer Service. This may include, but is not limited to, using an external credit reporting service.
5. A deposit may be paid in installments at the option of the Manager of Customer Service.
6. A commercial account may submit a surety bond in the amount of the deposit.

Present members may be required to post a deposit or increase the amount of an existing deposit as a condition of continued service if:

1. Payment of undisputed charges is late more than two (2) out of the last twelve (12) billing periods, or if:
2. The member has had service terminated for non-payment during the last twelve months, or if:
3. A check is returned for insufficient funds, or if:
4. The member is found to have tampered with the Cooperative's meter or other equipment.

Each deposit will be reviewed yearly, and will be refunded if, during the preceding twelve (12) months, none of the conditions in the section above were permitted to occur.

TERMS AND CONDITIONS OF SERVICE - PART II

202.2 Receipts:

1. If a member is paying a deposit as a portion of an electric service bill, the payment in full of that bill shall constitute the receipt of deposit. If the deposit is not paid by the due date on such bill, the amount of the deposit shall become a part of the total past due amount and money paid on the past due account shall be applied to the oldest past due accounts until paid in full.
2. A member shall not be required to produce the original receipt in order to receive a refund of the deposit under the procedures for the return or refund of deposits as set out herein.

202.3 Interest on Deposits:

- A. The Cooperative shall pay interest on all deposits held longer than thirty days, said interest to accrue from the date of the posting. No interest shall accrue after discontinuance of service, and the deposit shall cease to draw interest on the date it is credited to the member's account, or returned.
- B. The rate of interest to accrue shall be as established yearly. The rate shall not be greater than the maximum one-year local bank CD rate published at the time of calculation and shall not be less than the minimum one-year local bank CD rate published at the time of calculation.
- C. At least once a year, the Cooperative shall compute the amount of accrued interest and shall pay to the member the amount of accrued interest through a credit on such member's then current bill.

202.4 Refund of Deposits:

- A. Except as otherwise provided herein, a deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of electric service. The balance, if any, of the account, shall be returned to the member within thirty (30) days following settlement of the account, either in person, by mail to the member's last known address.
- B. A deposit may be credited to the account if the member elects to convert the account to a prepaid rate.
- C. The Cooperative may withhold the refund or return of the deposit, with accrued interest, pending the resolution of any dispute in regard to charges secured by such deposit.

202.5 Records:

- A. The Cooperative shall keep records regarding member deposits which show:
 1. The name, account number and address of each deposit, and,
 2. The amount of the deposit and the date received, and,

TERMS AND CONDITIONS OF SERVICE - PART II

3. Each transaction regarding such deposit.

B. Such records shall be maintained for at least two (2) years after the deposit, with accrued interest is returned or applied to charges.

203 Service Standards:

203.1 Residential Rate Schedules - Single Phase and Three Phase Service:

Members served under the Residential Rate Schedules shall be furnished single phase or three phase service under the following provisions:

A. Single phase service is standard for residential members as defined in section 502.1, and shall be supplied without any payment other than the regular billing specified in the applicable rate schedule. This single phase service shall be provided for individual motors of 7.5 horsepower or smaller, subject to the provisions of section 405.1. Larger motors may be permitted at the Cooperative's option.

B. When three phase secondary service is available at or near the location for a residential member, the Cooperative may permit connection of three phase motors with individual capacities of three horsepower or less subject to an increased minimum of \$1.00 per horsepower per month above the minimum specified in the applicable Residential Service Rate schedule, provided however that the minimum charge shall in no case be less than \$10.00 per month. The member shall arrange his wiring so that all single phase and three phase service will be taken thru one meter.

203.2 Commercial Rate Schedules - Single Phase and Three Phase Service:

Members served under the Commercial Rate schedules shall be furnished either single phase or three phase service as required by the member, subject to the following provisions:

A. Single phase service shall be available for single phase motors with individual capacities of 7.5 horsepower or less. At the Cooperative's options single phase service may be made available for motors of over 7.5 horsepower each.

B. Three phase service shall be available for three phase motors with total capacity of 5 horsepower or more. If a commercial member requires three phase service for motors with a total capacity of less than 5 horsepower and three phase secondary service is available at or near the location, the Cooperative may, at its option, permit connection of these motors. When three phase service is furnished, the member shall arrange his wiring so that all single phase and three phase service can be taken through one meter.

C. The taking of single phase or three phase service shall be subject to the provisions of section 405.1 and of the Cooperative's standard Extension Policy (Part V hereof).

TERMS AND CONDITIONS OF SERVICE - PART II

204 Billing:

Electric meters are ordinarily read approximately every thirty (30) days and charges for service computed at monthly intervals. Because of the structure of the calendar the actual interval will be four or five weeks.

Whenever the Cooperative is called upon to furnish two or more metering installations for one member, each installation will be considered a separate point of delivery, and charges for each will be calculated separately.

When additional metering points are installed solely to benefit the Cooperative, the Cooperative shall combine the readings of the multiple meters and compute the charges for such service as though it were metered at one point.

Bills are payable not later than twenty (20) days from the date of billing. A charge for late payment, based on approved rate schedules, is to be added to bills not paid within twenty (20) days from date of billing.

When the member requests discontinuance of service, bills for vacating premises, special bills, or removal bills, except bills for nonpayment, the bills shall be processed and billed within thirty (30) days from the first of the following month. All bills are to be paid at the office of the Cooperative or at an authorized Cooperative collection agency, within the time specified above.

The Cooperative may mail to the member at the address shown on the application for service or change of address order, a bill for electricity delivered thereunder; however, the Cooperative reserves the right to adopt other methods of bill delivery.

Failure to receive a bill in no way exempts the member from payment for service.

204.1 Average Monthly Payment Plan:

An Average Monthly Payment Plan is available to all residential members as an option subject to the following provisions:

A. Eligibility:

1. To be eligible to participate in this plan a member must have twelve (12) months billing history at the service location involved.
2. The member must not have been late in paying his account after the due date more than twice during the preceding twelve (12) months.
3. The member's account must be currently paid in full when participation in the plan commences.
4. A member may be removed from the plan if payment of undisputed charges is late more than two (2) out of the last twelve (12) billing periods.

TERMS AND CONDITIONS OF SERVICE - PART II

5. Prepaid accounts are not eligible.
6. Once member is on the plan, the member must remain on the plan, barring any circumstance noted above, for twelve (12) consecutive months. Once a member is removed from the plan, for any reason, the member may not participate in the plan for twelve (12) months following the removal.

B. How the Plan Will Work:

1. A member desiring to use the plan shall make a request to be allowed to use this optional payment plan.
2. The Cooperative will allow use of the average monthly payment plan if the member meets and continues to meet the eligibility requirements.

C. How Bills Are Prepared:

1. Under this plan the bill is calculated each month in the usual manner, using the seasonal rate and power cost adjustment appropriate for that month.
2. The member is billed the average of the amounts thus calculated for the present month and the eleven previous months.

D. Full Settlements:

1. A full settlement of the account shall be made when participation in the plan is ended. This can occur at the request of the member or the Cooperative.

204.2 Prepaid Accounts:

Prepaid service is available to residential and small commercial members as an option subject to the following provisions:

A. Eligibility:

1. The member's account must have metering equipment compatible with the prepaid meter. Three phase and CT metering does not meet these requirements.
2. The member may be required to pay all applicable fees and equipment charges.

B. How the Plan Will Work:

1. A member desiring prepaid service shall make a request to the Cooperative to be enrolled in the prepaid service.
2. The Cooperative will allow enrollment into Prepaid service if the member meets the eligibility requirements.

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3. The account will be monitored on a frequent basis and any account with a debit balance is subject to immediate disconnection.

C. How Bills Are Prepared:

1. A bill is calculated each month in the usual manner using the applicable rate and the applicable adjustments appropriate for that month.

D. Full Settlements:

1. A full settlement of the account shall be made when participation in the plan is ended.

205 Delinquent Bills:

205.1 Non-Prepaid Accounts:

All bills presented for payment become delinquent after twenty days from the date the bill was mailed. The Cooperative may discontinue service and remove the meter for such delinquency after five (5) days written notice to the member advising that service will be discontinued unless the delinquent bill plus late payment charge (as provided for in the appropriate tariff) is paid. If a disconnect is required due to delinquent non-payment a \$100.00 fee will be charged. If service has been disconnected because of non-payment of a bill, or for a violation of the rules of the Cooperative, the member shall pay all delinquent bills and collection fees before service will be re-established. The Cooperative shall restore service within a reasonable time during normal working hours.

The Cooperative shall not discontinue service for non-payment of bills outside of normal working hours. If a member requests reconnection of service which has been disconnected for non-payment, the fee shall be \$100.00 to cover costs if performed outside of normal working hours and at the request of the member.

The Cooperative may refuse to accept a check for payment due the Cooperative if the member has, during the previous six (6) months, had one or more checks returned unpaid to the Cooperative by his bank. There will be a \$25.00 service charge on all returned checks.

Subject to all applicable laws, the Cooperative reserves the right to refuse to furnish service to a member at any new location until all delinquent bills of such member, for like service in any previous location served by the Cooperative, are paid.

205.2 Prepaid Accounts:

Prepaid accounts become delinquent immediately upon failure to maintain a credit balance. The Cooperative may discontinue service for such delinquency immediately with no notice to the member. If a collection trip is made the Cooperative may charge a service fee of \$50.00 per trip.

The Cooperative may refuse to accept a check for payment if the member has, during the previous six (6) months, had one or more checks returned unpaid to the Cooperative by his

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bank. There will be a \$25.00 service charge on all returned checks.

Subject to all applicable laws, the Cooperative reserves the right to refuse to furnish service to a member at any new location until all delinquent bills of such member, for like service in any previous location served by the Cooperative, are paid.

206 Theft of Power and Fraudulent Use of Electricity:

The Cooperative strives to prevent the theft of power; detect members who are stealing power; recover lost revenue from members caught stealing power; and file criminal charges to offenders, when necessary or appropriate. The Cooperative considers theft of power to be a crime; a factor in utility rates; and a dangerous practice that can result in loss of life and in property damage. The Cooperative is serious about combating this problem and will use every means available in alleviating this problem.

In the event of fraudulent use of electricity, or evidence of attempted fraudulent use of electricity, such as tampering with metering equipment, breaking of meter seals, jumpering of metering equipment or service wiring, is discovered, the Cooperative shall have the right to discontinue service without notice to the member. Service will not be resumed to the member until such member has paid all outstanding bills including payment for the electricity fraudulently consumed, together with any damages to the meter or metering equipment, all expenses incurred by the Cooperative, the maximum deposit allowable, plus a \$100.00 reconnection charge, and has installed facilities for outdoor metering; or until it has been shown to the satisfaction of the Cooperative that the member had no connection with, or knowledge of such fraudulent use of electricity.

The Cooperative will report repeat offenders who blatantly engage in power theft to the District Attorney for prosecution.

206.1 Meter Seals:

All Cooperative meters shall be sealed. When it is necessary to break a seal, the Cooperative shall be notified before the breaking. When the seal is broken without authorization, the Cooperative may assess a \$20.00 service charge for any trip made to reseal the meter.

207 Meter Testing on Request of Member:

A. Upon receipt of a written request from a member, the Cooperative shall, within twenty (20) days, test the accuracy of the meter through which the member is being served.

B. No charge shall be made for a meter test requested by the member if the test showed that the meter performed outside of prescribed limits of accuracy. However, if the test showed that the meter performed within prescribed limits of accuracy, the Cooperative may charge up to \$100.00 for the test.

C. A member may make written request to be present when the Cooperative conducts the meter test and to have an expert or other representative present at the time. The Cooperative shall then conduct the test in the presence of the member or the member's representative, but during regular working hours of the Cooperative.

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D. A written report stating the name of the member requesting the test, the date of the request, the location of the premises where the meter has been installed, the type, make, size, and serial number of the meter, the date of removal, the date tested and the results of the test, shall be supplied to the member within ten (10) working days after the completion of the test.

207.1 Standard Testing of Watthour Meters:

All testing of watthour meters shall be done in accordance with standard industry practices.

207.2 Adjustment of Bills for Meter Error:

All adjustments of bills will be done in accordance with standard industry practices.

208 Access:

The member shall give the duly authorized agents of the Cooperative permission to enter the member's premises at all reasonable times for any purpose incidental to the supplying of electric service. All employees requiring access to premises of a member shall be furnished with an identification card.

209 Member's Responsibility:

The member shall be responsible for all damage to, or loss of, the Cooperative's property located upon his premises, unless occasioned by causes beyond his control, and shall not permit anyone who is not an agent of the Cooperative to remove or tamper with the Cooperative's property.

210 House Moving:

When a house or other structure is to be moved along roadways over which electric wires are strung, the Cooperative must be advised of the route over which the house or structure is to be moved, and a suitable deposit made to cover the cost of providing for clearance of wires. In no case shall anyone other than authorized employees of the Cooperative remove, cut, raise or handle any wires in connection with the moving.

211 Outage Trips:

No charge shall be made to investigate an outage or service irregularity unless the source of the outage or service irregularity is the member's equipment; then member may be required to pay a trip charge of \$50.00.

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212 Member's Wiring – City Permits and Inspection:

The Cooperative will comply with all requirements of all cities in which we serve concerning permits and inspections of electrical service. The Cooperative will not perform any electrical work past the service point, as this is a violation of city ordinances. The Cooperative must disconnect any service when instructed to do so by any corporate municipality.

National Electrical Code:

All electrical wiring and apparatus connected or to be connected to the Cooperative's distribution system shall be made, installed and maintained in accordance with the requirements of the National Electrical Code, as approved by the American Standards Association, and the Cooperative. The Cooperative reserves the right to refuse to connect to any wiring or apparatus which does not meet these requirements and the Cooperative may, without further notice, discontinue service to any member when a defective condition of wiring or equipment upon the premises of the member results, or is likely to result, in interference with proper service.

212.1 Changes:

In the event a member shall add to or increase the size of his electrical equipment, he shall notify the Cooperative so that its meter and other equipment may be enlarged to accommodate the increase. If the member fails to so notify the Cooperative, he will be held responsible for any damage to the meter or other equipment of the Cooperative caused by such increased load.

213 Continuity of Service:

The Cooperative will use reasonable diligence to supply steady and continuous electric service at the point of delivery, but will not be liable to the member for any damages occasioned by irregularities or interruptions. The Cooperative may, without further notice, discontinue service to any member when a defective condition of wiring or equipment upon the premises of the member results, or is likely to result, in danger to life or property, or interference with proper service.

In order to make repairs to or changes in the Cooperative's facilities for supplying electric service, the Cooperative reserves the right, without incurring any liability therefor, to suspend service without notice to the member for such periods as may be reasonably necessary.

214 Modification of Terms and Conditions of Service:

No agent, representative or employee of the Cooperative shall have authority to modify the Terms and Conditions as stated herein, but the Cooperative shall have the right to amend these Terms and Conditions or to make additional Terms and Conditions as it may deem necessary from time to time, subject to approval by the Board of Trustees.

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ELECTRIC SERVICE REGULATIONS

These regulations are to provide for the safety of the public and for dependable electric service. Drawings illustrating the installations described herein will be furnished without charge by the Cooperative on request. The provisions below are to be considered along with those of Sections 203.1 and 203.2.

301 Definitions and General Regulations:

301.1 Standard Electric Service Connection:

A standard electric service connection, as used herein, is one utilizing service conductors and operating at less than 600 volts phase to phase. It may be either overhead or underground. Length is limited by technical and economic feasibility as determined by the Cooperative. Except in special cases, an overhead standard electric connection will not be made from an underground system. In cases when the load cannot be served by a standard electric service connection special arrangements shall be made with the Cooperative.

If conditions make service economically unfeasible, the Cooperative may require the member to pay additional costs before providing service.

301.2 Point of Delivery:

The point of delivery of electric service shall be the point at which the electric supply system of the Cooperative connects to the wiring system of the member. In general, it will be the nearest feasible point to the property line. For overhead construction the point of delivery is that point where the Cooperative's overhead service drop connects to the member's service entrance conductors. For underground construction, the point of delivery is that point where the Cooperative's service lateral connects to the member's service entrance conductors, usually the metering point, and shall be a point outside the building or at the first point of connection inside the building most convenient for connection to the Cooperative's facilities. Either before or during the construction of the member's facilities, the Cooperative shall, upon request, advise the member, without charge, as to the proper location of the point of delivery. This will eliminate possible delay and added cost of relocating the point of delivery to provide required clearance from buildings and other utility companies' lines.

Where a service connection cannot be made or maintained with adequate clearances without interference by trees or other obstructions, it will be the responsibility of the member to provide adequate clearance.

When new buildings are erected or old buildings are remodeled in the rear of buildings facing the street, allocations of points of delivery and meters shall be grouped on the building located most conveniently for connection to the electricity supply system.

At locations where originally platted lots have been subdivided in such a manner that a service connection cannot be completed from the established utility reserve or easement to buildings on lots remote from the utility reserve without crossing other property, it will be the responsibility of the owners of such lots to extend their lines to a point near the utility reserve most convenient

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for connection to the electricity supply system, or provide appropriate easements to afford such connection.

301.3 Point of Attachment to Building:

A. Overhead Services: The point of attachment of an overhead service drop to a building shall not be less than ten (10) feet from the ground. For structures of more than one story, the point of attachment of the service drop shall not be less than fifteen (15) feet or more than twenty-five (25) feet above the ground. All attachments shall be at a height to permit a minimum clearance for conductors of ten (10) feet above sidewalks; eighteen (18) feet above driveways, alleys and public roads; and twenty-eight (28) feet above railways.

B. Underground Services: The underground service wires shall enter the meter riser conduit at a point not less than eighteen (18) inches below ground level and as close to the building or supporting structure as possible. The metering equipment shall be mounted at approximately eye level; not less than four (4) feet nor more than six (6) feet six (6) inches from the ground, measured from the center of the meter cover.

If service is taken at the secondary lugs of a pad-mounted transformer and the meter, at the Cooperative's option, is mounted on the transformer tank, the above height restrictions shall not apply.

301.4 Support for Service Drop Attachment:

A. Overhead Services: The member or his contractor must provide a substantial form of support for the service rack. The location of the support shall be designated by an authorized representative of the Cooperative.

In case the building is not of sufficient height for conductors to be at least ten (10) feet from the ground, the owner shall furnish and maintain an adequate fixture to which the service wires may be attached.

B. Underground Services: The meter riser conduit and metering equipment shall be firmly attached to the building or other supporting structure.

301.5 Service Entrance Wiring:

Service entrance wiring raceways are to be terminated on the exterior of the building at a point six (6) inches or more above the service drop attachments to prevent the entrance of moisture. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain-tight service head, in the case of overhead services, or within the meter base or current transformer can, in the case of underground services.

The member's service entrance conductors shall extend not less than thirty (30) inches outside the service head to permit proper attachment to the service drop wires for overhead services, or twelve (12) inches into the meter base or thirty (30) inches into the current transformer can for underground services.

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Service entrance conductors shall be carried in approved metal raceways or approved service entrance cable and the distance to the main switch shall be as short as possible. The size and capacity of the raceway and conductors shall be maintained between the service head and the disconnect device.

The size of service entrance conductors will be determined by application of the National Electrical Code, except no service wire shall be smaller than No. 8 AWG.

301.6 Meter Loops:

When a member requests service at a meter pole, the Cooperative will furnish and install both a meter loop and the pole. The meter loop is then considered to be the point of delivery, and the member is responsible for extending the service to the point of use. If the extension is overhead, the connection is made at the top of the loop. If the extension is underground, the connection is made through the bottom of the meter base, and the member must furnish and install a suitable disconnect within twelve (12) inches of the meter base mounted on the same pole.

No meter loops will be furnished to those members who desire to have the meter installed on the house or building, but the Cooperative will provide a meter base to be installed by either the member or his electrical contractor.

All meter loops and bases remain the property of the Cooperative.

301.7 Type of Service Connection:

All lighting and power installations of more than two circuits shall be arranged for three-wire or four-wire service connection, depending upon the type of distribution established for that area. The Cooperative strongly recommends three-wire service for all residential and rural members.

301.8 Expected Annual Revenue:

Expected Annual Revenue is the gross income a load is expected to produce in a given calendar year based on the applicable rate schedule, estimated energy usage and demand (where applied in the rate), and the preceding calendar year's average revenue for members of the same rate and revenue class.

301.9 Permanent Foundation:

A mobile home on a permanent foundation is one which has had the wheels removed from it, and is tied down to a minimum of eight trailer tie-down anchors.

302 Overhead Service at Secondary Voltage from Overhead Distribution:

Secondary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner in accordance with the provisions of Part V and as set forth below. If the length of service or secondary circuit or size of load (generally any load in excess

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of 600 amperes), makes a secondary extension technically impractical, service shall be installed in accordance with section 303.1.

The owner shall supply any necessary easements.

The Cooperative shall furnish, install and maintain the service conductors from an existing Cooperative overhead line at or near the property line, to a location designated by the Cooperative on the building or such other point of service as approved by the Cooperative, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. (This constitutes a standard electric service per section 301.1).

The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

When an obstruction has been installed after the initial installation, and maintenance or additional construction requires access to the poles or other equipment, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. In the case of underground cable, either service, secondary, primary or special purpose, such as security light cable, pay the cost of necessary conduit and its installation under the obstruction.

If unusual fixed obstructions are encountered in getting the overhead distribution system to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

If service is requested to a group of meters on the same meter pole, it may be furnished as though it were a single meter. If the meter group is wall mounted, the Cooperative may require the owner to install a junction box provided by the Cooperative at the meter group location.

303 Overhead Primary Service from Overhead Distribution System:

Overhead primary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner, in accordance with the provisions set forth below. The owner shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, electric service, if economically feasible, may be installed in accordance with this section.

303.1 Through Cooperative-Owned Transformers - Delivery at Secondary Voltage:

If a member requests overhead secondary service from the Cooperative's primary overhead system (14,400 volts phase to ground) to one or more individually metered points of delivery for a load for which a secondary extension is impractical (generally a load in excess of 600

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amperes, single phase or three phase), the Cooperative, if it finds such service to be feasible, shall provide service as follows:

The Cooperative shall furnish, install and maintain the primary and secondary electric lines and associated equipment from an existing Cooperative overhead line at or near the property line, to a location designated by the Cooperative on the building, or such other point of service as approved by the Cooperative, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. The portion of the total cost to be at the member's expense shall be determined by Part V.

The member shall provide any easements needed.

If standard transformer and meter installations are inadequate or otherwise not suitable, detailed plans and specifications for the transformer and meter installation are to be submitted to the Cooperative before work is started in order to assure compliance with the Cooperative and regulatory code requirements. Guides for the preparation of these plans and specifications will be furnished by the Cooperative.

The owner shall group the meters, as specified by the Cooperative at a mutually satisfactory location or locations on the premises.

If a single metered service is to be provided, and due to service requirements the Cooperative determines that more than one transformer station is required, the metering shall be at secondary voltage. If in such cases secondary metering is not feasible, primary metering shall be used.

The owner shall install, to the Cooperative's specifications, the facilities necessary for attachment of the Cooperative's metering equipment.

Installations requiring transformer capacity in excess of 167 KVA single phase or 300 KVA three phase usually require special secondary design. In such cases, special arrangements for secondary circuit facilities shall be made to suit the particular conditions, in line with the principles set out herein.

When an obstruction has been installed after the initial electric system installation, and maintenance or additional construction requires access to the pole or other equipment, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. In the case of underground cable, either the primary, secondary service, or special purpose, such as security light cable, pay the cost of necessary conduit and its installation under the obstruction.

If unusual fixed obstructions are encountered in getting from the overhead distribution to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

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303.2 To Member Owned Transformers or Loads Served at Primary Voltage:

If a member requests single phase or three phase overhead service for a load not exceeding 1,000 KW from the Cooperative's primary overhead system (14,400 volts phase to neutral), the Cooperative, if it finds such service to be technically and economically feasible, shall provide the service in accordance with Part V and as follows:

A "point of delivery" will be selected by agreement between the member and the Cooperative. The Cooperative shall furnish, install and maintain the primary electric lines and associated equipment from an existing Cooperative overhead line to the designated delivery point. The member is totally responsible for all wiring and facilities beyond the delivery point, and must assure that they conform to all regulatory codes. Metering will normally be installed at primary voltage, on the Cooperative side of the delivery point.

If for some reason metering is desired at the secondary side of the member's transformer, the member must furnish facilities for the attachment of the metering equipment. Plans for the metering facilities must be approved by the Cooperative before work is started. Guides for the preparation of these plans will be furnished by the Cooperative upon request.

The member shall provide any easements needed.

When an obstruction has been installed after the initial electric system installation and maintenance or additional construction requires access to the pole or other equipment, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. In the case of underground cable, either primary, secondary service or special purpose, such as security light cable, pay the cost of the necessary conduit and its installation under the obstruction.

If unusual fixed obstructions are encountered in getting from the overhead distribution system to the member's property line, the member shall pay the cost incurred by the Cooperative by reason of such obstruction.

If the member's load exceeds 1,000 KW, section 503 shall apply.

304 Underground Secondary Service from Overhead Distribution System:

Underground secondary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner, in accordance with Part V, and the provisions set forth below. The owner shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with section 305.

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304.1 New Member - Service to a Single Meter:

The Cooperative shall furnish, install and maintain the underground service conductors and required conduit on the property from a pole or service pedestal, furnished and installed by the Cooperative at or near the property line, to a location designated by the Cooperative on the building, or such other point of service as approved by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. (This constitutes a standard service connection per section 301.1).

The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. Pay the cost of necessary conduit and its installation under the obstruction.

If unusual fixed obstructions are encountered in getting from the overhead distribution system to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

304.2 New Member - Service to Multiple Meter Installations or Multiple Groups of Meters:

The Cooperative shall furnish, install and maintain the underground service conductors, and the conduit where required, on the property from a pole or service pedestal, furnished and installed by the Cooperative at or near the property line, to a location or locations designated by the Cooperative on the building, or such other point or points of service as approved by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative.

Where more than one meter group is supplied from an underground secondary circuit and underground services are of insignificant length due to the meter groups being connected directly at wall-mounted junction boxes, the Cooperative shall furnish and install the underground secondary circuit in lieu of underground services.

The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. Pay the cost of necessary conduit and its installation under the obstruction.

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The owner shall also install, in accordance with Cooperative specifications, a junction box furnished by the Cooperative at each meter group location.

If unusual fixed obstructions are encountered in getting from the overhead distribution system to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

304.3 Existing Member - Service to a Single Meter:

In each case where the size and condition of existing overhead service is adequate for expected loads, and the owner requests that service facilities be underground, the Cooperative shall furnish, install and maintain the underground service conductors from an existing overhead line at or near the property line to a location designated by the Cooperative on the building or such other point of attachment as approved by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. The owner shall be required to pay the total net cost for installation of this underground service, including cost of additional facilities on the pole necessary to supply the underground service. The owner shall install to the Cooperative's specifications the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

Where it is necessary for the Cooperative to increase the size of its service facilities due to increased load of the existing member and the owner requests that service facilities be underground, he shall be considered as a new member under section 304.1.

305 Underground Primary Service from Overhead Distribution System:

Underground primary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner, in accordance with Part V and the provisions set forth below. The owner shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally a load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with this section.

305.1 Through Cooperative-Owned Transformers - Delivery at Secondary Voltage:

If a member requests underground secondary service from the Cooperative's primary overhead system (14,400 volts phase to neutral) to one or more individually metered points of delivery for a load for which a secondary extension is impractical (generally a load in excess of 600 amperes single phase or three phase), the Cooperative shall provide that service if it finds it to be feasible.

The Cooperative shall perform the necessary trenching (below final grade) and back-filling required from the base of the pole where the Cooperative makes service available to the transformer station, and between transformer stations where more than one is required. The portion of the total cost to be at the owner's expense shall be determined by Part V.

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The Cooperative shall furnish and install the underground primary cable and required conduit. The portion of the total cost to be at the owner's expense shall be determined by Part V. The Cooperative shall, at its expense, operate and maintain the primary cable and required conduit.

The Cooperative shall, at its expense, furnish and install the transformers.

The owner shall, at his expense, make provision on his premises for each transformer installation and approved switching cabinet, and also supply any specially designed transformer pad, as required by the Cooperative. If the required transformer pad is of standard Cooperative design, the pad shall be furnished by the Cooperative.

When pad mounted transformers are to be used, the location shall be chosen to protect the transformers from damage by traffic, or the owner shall provide adequate guards, as approved by the Cooperative. The owner shall not enclose the transformer location so as to restrict access by Cooperative personnel for maintenance or replacement of the Cooperative's equipment.

Detailed plans and specifications for the transformer and meter installation are to be submitted to the Cooperative before work is started in order to insure compliance with Cooperative and regulatory code requirements. Guides for the preparation of these plans and specifications will be furnished by the Cooperative.

The owner shall group the meters, as specified by the Cooperative, at a mutually satisfactory location or locations on the premises.

If a single metered service is to be provided, and due to service requirements the Cooperative determines that more than one transformer station is required, the metering shall be at secondary voltage. If in such cases secondary metering is not feasible, primary metering shall be used.

For single phase service requiring transformer capacity not exceeding 167 KVA, and for three phase service requiring transformer capacity not exceeding 300 KVA, the Cooperative shall furnish and install one standard electric connection of secondary service cable and required conduit per meter group. Where more than one meter group is supplied from a radial underground secondary circuit, the owner shall install, in accordance with the Cooperative's specifications, a junction box furnished by the Cooperative at each meter group location. Any secondary service cable and conduit required in excess of one standard electric connection per meter group may be installed by the Cooperative at the expense of the owner. The owner's allowance shall be one standard electric connection per meter group.

When more than one meter group is supplied from a radial underground secondary circuit and underground services are of insignificant length by virtue of the meter groups being connected directly at wall-mounted junction boxes, the Cooperative shall furnish and install the underground secondary circuit in lieu of underground services.

The owner shall install, to the Cooperative's specifications, the facilities necessary for the attachment of the Cooperative's metering equipment.

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The Cooperative shall provide the necessary trenching and back-filling from the transformer station to the points of delivery. The portion of the total cost to be at the owner's expense shall be determined by Part V. The Cooperative shall operate and maintain all secondary cable and conduit to the points of delivery.

Installations requiring transformer capacity in excess of 167 KVA single phase or 300 KVA three phase usually require special secondary design. In such cases, special arrangements for secondary circuit facilities shall be made to suit the particular conditions, in line with the principles set out herein.

When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. Pay the cost of necessary conduit and its installation under the obstruction.

The owner shall also install, in accordance with Cooperative specifications, a junction box furnished by the Cooperative at each meter group location.

If unusual fixed obstructions are encountered in getting from the overhead distribution system to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

305.2 To Member-Owned Transformers or Loads Served at Primary Voltage:

If a member requests single phase or three phase underground service for a load not exceeding 1,000 KW from the Cooperative's primary overhead system (14,400 volts phase to neutral), the Cooperative, if it finds such service to be feasible, shall provide the service in accordance with Part V and as follows.

The Cooperative shall perform the necessary trenching (below final grade) and back-filling required from the base of the pole where the Cooperative makes service available to the owner's equipment or first multiple junction point. The portion of the total cost to be at the member's expense shall be determined by Part V.

The point of delivery where the Cooperative makes service available may be a line or riser pole or other convenient point, and may or may not be on the member's property, at the Cooperative's option.

The Cooperative shall furnish and install the underground primary cable and required conduit, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. The portion of the total cost to be at the owner's expense shall be determined by Part V. The Cooperative shall operate and maintain the primary cable and required conduit.

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Metering will normally be installed at primary voltage, on the riser pole where the underground primary originates, or on the primary side of the member's transformer. If for some reason metering is desired at the secondary side of the member's transformer, the member must furnish facilities for the attachment of the metering equipment. Plans for the metering facilities must be approved by the Cooperative before work is started. Guides for the preparation of these plans will be furnished by the Cooperative.

The member shall provide any necessary easements.

When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. Pay the cost of necessary conduit and its installation under the obstruction.

If unusual fixed obstructions are encountered in getting from the overhead distribution system to the member's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

If the member's load exceeds 1,000 KW, section 503 shall apply.

305.3 Existing Member - Service Change:

In each case where the size and condition of an existing overhead service is adequate for expected loads, and the owner requests that service facilities be underground, the Cooperative shall furnish, install and maintain the underground primary conductors from an existing Cooperative overhead line at or near the property line to a location designated by the Cooperative on the building or such other point of attachment as approved by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. The owner shall be required to pay the total net cost for installation of these underground facilities, including cost of additional facilities on the pole necessary to supply the underground service. The owner shall install to the Cooperative's specifications the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

Where it is necessary for the Cooperative to increase the size of its service facilities due to increased load of the existing members and the owner requests that service facilities be underground, he shall be considered as a new member under Sections 304, 305.1 or 305.2.

306 Underground Secondary Service from Underground Distribution System:

Underground secondary service from an underground distribution system shall be provided by the Cooperative, at the request of the property owner, in accordance with Part V and the provisions set forth below. The owner shall provide any easements necessary. If the length of

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service or secondary circuit, or size of load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with Section 304.

Normally, single phase 120/240 volt service shall be provided. If three phase 120/208 volt or three phase 277/480 volt is readily available from existing facilities, this service may be provided if the member so requests.

Service shall be provided under this section in accordance with the provisions of Section 304, except that Section 304.3 shall not apply in cases where an underground distribution system has been installed or has completely replaced the overhead distribution system for purposes other than exclusive service to the member as described in Section 304.2.

307 Underground Primary Service From Underground Distribution System:

All of the provisions of section 305 shall apply, except that the line extension shall begin at an existing underground primary terminating facility, instead of an overhead line.

308 Service to Residential Subdivisions And Mobile Home Parks:

Part V of these Terms and Conditions shall be considered along with this section.

This rule applies to the following:

- A. Five or more contiguous residential lots in a development.
- B. Five or more contiguous mobile home stalls in a mobile home park.

The Developer will acquire any easements necessary to extend the Cooperative's lines to the subdivision or mobile home park, and also to provide any easements needed within the subdivision or mobile home park to extend service to each and every lot.

All subdivisions and mobile home parks will require an executed contract. The following criteria must be met before the Cooperative will begin construction in a subdivision:

- A. The Developer cost must be paid in full.
- B. The subdivision must be at final grade.
- C. The lots must be pinned and staked by a licensed Oklahoma Surveyor.
- D. The final plat must be approved by a local authority and filed with the County Clerk.
- E. At a minimum, the roads must be at the rough in stage (meaning they must be clearly defined and sufficiently compacted to accommodate heavy OEC vehicles, in both wet and dry weather).
- F. Final easements must be granted.
- G. All right-of-ways must be cleared.

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308.1 Overhead Distribution System Installed to Serve Residential Subdivisions and Mobile Home Parks:

Normally, single phase 120/240 volt service shall be provided to each residential location. 120/208 volt or 480 volt three phase service for specific individual locations may be made available if such requirements are included in the original request for service, and the cooperative has existing three-phase service available.

Secondary service from an overhead distribution system to each residence or mobile home site in an entire tract or subdivision (consisting of five or more residences or mobile home sites) not now receiving electric service, shall, at the request of the developer or owner, be provided by the Cooperative as set forth below.

The developer shall submit to the Cooperative a print or electronic file of the filed final subdivision plat map. The developer shall furnish necessary easements and shall have such easements dedicated in the filed plat pertaining to the area. The developer shall assist the Cooperative in coordinating with other utility companies regarding the location and sequence of placement of the other utility facilities before and during the Cooperative's installation.

The developer shall be required to bring all easements to within six (6) inches of final grade and to clear all easements of all timber, brush, and undergrowth to a width of twenty (20) feet for single phase or thirty (30) feet for three phase lines prior to commencement of construction of the electric system.

The Cooperative shall furnish, install and maintain the primary and secondary electric lines and associated equipment from an existing Cooperative primary line at or near the development boundary to and in the development as required to provide service to each and every lot in the development, provided soil or other conditions do not make construction economically unfeasible for the Cooperative.

One standard electric service connection shall be provided to each residential lot or mobile home stall. The portion of the total cost to be at the developer's expense shall be determined by Part V. In cases where the standard electric service connection is technically inadequate, necessary service to the residential lot or mobile home stall from the overhead distribution system in the easement shall be provided in accordance with section 303.1 or 305.1. Any charges incurred under section 303.1 or 305.1 shall be borne either by the developer or by the lot or stall owner. Such decision shall be made by the developer, effective for the entire subdivision or mobile home park, and placed in writing and filed at the Cooperative's offices before any electric system construction shall commence in the subdivision or mobile home park.

The developer or owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment on each residence or at each mobile home stall.

When an obstruction has been installed after the initial electric system installation, and maintenance or additional construction requires access to the pole or other equipment, the owner shall:

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- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. In the case of underground cable, either service, secondary, primary or special purpose, such as security light cable, pay the cost of the necessary conduit and its installation under the obstruction.

Service to new members, to a single meter, not in a subdivision and not now receiving electric service shall be considered under the terms of sections 302 or 304.

When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormal size lots, or other conditions which make distribution economically unfeasible for the Cooperative, the conditions under which service is to be provided shall be considered on an individual basis. Costs in addition to those outlined in Part V may be incurred as discussed in the preceding paragraphs.

308.2 Underground Distribution System Installed to Serve Residential Subdivisions and Mobile Home Parks:

Normally, single phase 120/240 volt service shall be provided to each residential location. 120/208 volt or 277/480 volt three phase service for specific individual locations may be made available if such requirements are included in the original request for service. 120/240 volt three phase is not available on an underground system unless the point of delivery can be feasibly reached from an overhead three phase distribution line with a standard overhead electrical service connection.

Underground secondary service from an underground distribution system to each residence or mobile home site in an entire tract or subdivision (consisting of five or more residences or mobile home sites) not now receiving electric service, shall, at the request of the developer or owner, be provided by the Cooperative as set forth below.

The developer shall submit to the Cooperative a print or electronic file of the filed final subdivision plat map. The developer shall furnish necessary easements and shall have such easements dedicated in the filed plat pertaining to the area. The developer shall assist the Cooperative in coordinating with other utility companies regarding the location and sequence of placement of the other utility facilities before and during Cooperative's installation.

The Cooperative shall provide the necessary trenching (below final grade) and back-filling required in easements for installation of the electric service system. The developer shall be required to bring all easements to within six (6) inches of final grade and to clear all easements of all brush, timber, undergrowth and other natural obstructions to a width of twelve (12) feet prior to the necessary trenching for the installation of the electric system.

One standard underground service connection shall be provided to each residential lot or mobile home stall. The portion of the total cost to be at the developer's expense shall be determined by Part V. In cases where such connection is technically inadequate, service as required to the residential lot or mobile home stall from the underground distribution system in the easement

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shall be provided in accordance with section 307. Any charges incurred under section 307 shall be borne either by the developer or by the lot or stall owner. Such decisions shall be made by the developer, effective for the entire subdivision or mobile home park, and placed in writing and filed at the Cooperative's offices before any electric system construction shall commence in the subdivision or mobile home park.

The Cooperative shall install, own and maintain the underground secondary equipment in the easement. The Cooperative shall install, own and maintain the service conductors and required conduit necessary to provide delivery to a terminal location designated by the Cooperative on each residence or mobile home site.

The Cooperative shall, at its option, provide for underground service by installing either pad mounted transformers (including the necessary facilities in the easements for installation by the Cooperative of transformers), transformers in vaults, or other transformer installations at or below ground level. In any case, the owner shall not enclose the transformer location so as to restrict access by Cooperative personnel for maintenance or replacement of the Cooperative's equipment.

The Cooperative shall install the primary cable and required conduit. The Cooperative shall operate and maintain the primary and secondary equipment.

The developer or owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment to each residence or at each mobile home stall or location.

When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:

- A. Permit the Cooperative access to the premises.
- B. Pay the cost of removing and replacing the obstruction.
- C. Pay the cost of the necessary conduit and its installation under the obstruction.

Single phase, 120/240 volt secondary service shall, at the option of the Cooperative, be provided from an underground distribution system to one or more contiguous residential home sites on the periphery of a subdivision or entire tract where the secondary services are underground from an underground distribution system.

Service to new members, to a single meter, not in a subdivision and not now receiving electric service shall be considered under the terms of section 304.1.

Service to multiple meter installations (or multiple groups of meters) from an underground distribution system shall be considered under the terms of section 304.

When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormal size lots, or other conditions which make distribution economically unfeasible for the Cooperative, the conditions under which service is to be provided shall be

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considered on an individual basis. Costs in addition to those outlined in Part V may be incurred by the developer as discussed in the preceding paragraphs.

309 Meters and Disconnect Devices:

309.1 General:

Each set of service entrance conductors shall be provided with a main circuit breaker or safety type fuse switch, which shall be accessible to the occupants of the premises being served and be of ample capacity to carry the connected load and to interrupt the fault current.

A main service entrance switch shall be provided at all residential installations requiring more than six (6) branch circuits. When the residential service load does not exceed sixty (60) amperes, the main service switch may be omitted, providing the installation consists of not more than six (6) branch circuits and when circuit breakers or approved tamper-resistant fuse panels are used.

When service is taken at the bottom of a pole-mounted meter loop, from which the member extends the service underground to his facility, a suitable disconnect device must be installed in the line just below the meter base.

No metering loop shall be by-passed for any reason, including remodeling or replacement, without approval of an authorized representative of the Cooperative.

Distributed Generation may be connected to the Cooperatives lines under the Distributed Generation Procedures and Guidelines Manual for Members available on the Cooperative internet site. Hard copies will be available to the member upon request. This is in conjunction with section 601.2 (C), and all rates specified in that section apply here.

309.2 Outdoor Self-contained Meter Installations:

Self-contained meter installations will be used for all new building construction or remodeling work where service is supplied from a secondary system through a single meter, and the load does not exceed three hundred twenty (320) amperes, single phase. The meter is to be installed outside the building in a meter base supplied by the cooperative.

309.3 Instrument Transformer Installations:

All services above 480 volts and those with a load of over three hundred twenty (320) amperes will be metered with instrument transformers, and for all such installations, approved metal cabinets of sufficient size to enclose the instrument transformers with proper clearances are to be provided by the Cooperative. The member is to provide the secondary wiring raceway between the instrument transformer cabinet and meter. All meters are to be located outside of buildings.

Installation of instrument transformers on services requiring less than three hundred twenty (320) amperes may be allowed, at the Cooperatives sole discretion. For those services, the member may be responsible for the excess cost and the excess cost may be required prior to construction.

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309.4 Location of Meters and Instrument Transformers:

Instrument transformer cabinets installed outdoors are to be located as near as possible to the point where service enters the building in a clean, dry, place; free from vibration and readily accessible at all reasonable hours.

Meters are to be installed outdoors and located as near as possible to the point where service enters the building and where instrument transformer metering is utilized, the meter shall be installed outdoors as near as possible to the instrument transformer cabinet.

Meters shall be mounted at approximately eye level; not less than four (4) feet nor more than six (6) feet six (6) inches from the ground, measured from the center of the meter cover.

Under no circumstances shall any meter or meters, instrument transformer cabinets or metering equipment be moved or relocated except by authorization by the Cooperative.

The Cooperative may refuse to connect service to a meter that does not meet these conditions. If the Cooperative learns that any meter or instrument transformer cabinet already connected does not meet these guidelines, the Cooperative may disconnect the service without prior notice. However, the Cooperative shall notify the member as soon as practical after the disconnection.

309.5 Ownership:

All meters, enclosures and other equipment furnished by the Cooperative, up to the point of delivery, will be maintained by the Cooperative and remain its property.

310 Supply Voltage Exceeding 14,400 Volts Phase to Ground:

If service is requested at a voltage exceeding 14,400 volts phase to ground, special arrangements shall be made with the Cooperative before service is provided.

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MOTORS, WELDERS AND OTHER EQUIPMENT

401 Availability of Service:

The type of electric service furnished will depend on the location, size and type of load to be served.

402 Primary Service:

The Cooperative will furnish service at primary voltage for large installations, but the member or his architect or contractor must submit plans and specifications for approval of the Cooperative's engineers before work is started.

403 Vaults for Cooperative Owned Equipment:

When an indoor installation of transformers or other equipment is required by the member, or when the condition of his property is such that an outdoor installation is impracticable, the member shall furnish upon his property, without cost to the Cooperative, a building, room or vault adequate for the housing of this equipment. This space shall meet the requirements of the National Board of Fire Underwriters and the Cooperative.

The member shall furnish, without cost to the Cooperative, right-of-way for the Cooperative's circuits, when it is necessary to cross private property in order to serve the member.

404 Motors and Equipment - General:

The Cooperative may provide service with the following characteristics:

- A. Single phase, 2 wire, 120 volts;
- B. Single phase, 3 wire, 120/240 volts;
- C. Three phase, 4 wire, 120/208 volts wye;
- D. Three phase, 4 wire, 277/480 volts wye;
- E. Three phase, 4 wire, 4160 volts wye;
- F. Three phase, 4 wire, 120/240 volts delta;
- G. Three phase, 4 wire, 240/480 volts delta;
- H. Three phase, 3 wire, 2400 volts delta;

Service as listed in (A) and (B) above is generally available.

Service as listed in (C), (D) and (G) above is not always available, but may be provided at the Cooperative's option if it is technically and economically feasible.

Service as listed in (C) and (D) above is normally available from both overhead and underground three phase lines.

Service as listed in (F) and (G) above is available only from overhead V-phase or three phase lines.

TERMS AND CONDITIONS OF SERVICE - PART IV

Service at voltages other than the above may be made available at the Cooperative's option if it is technically and economically feasible.

Members and contractors contemplating the purchase and/or installation of any three phase motor or any single phase motor larger than three (3) horsepower, or a welder, should obtain from the Cooperative's representative, written information relating to the character of service available at the location of such proposed installation.

405 Limitations:

In order that service to other members may not be adversely affected, the following limitations are necessary.

405.1 Allowable Motor Starting Currents:

Starting current is defined as the locked rotor current at nameplate voltage.

A. Individual motors, or groups of motors, starting simultaneously, served from a 120 volt single phase circuit shall have starting currents not to exceed 50 amperes.

B. Motors served from a 240 volt single phase circuit shall have starting currents not to exceed 200 amperes. Groups of motors starting simultaneously shall be classed as one motor. Larger starting currents may be permitted where the Cooperative's facilities permit; and the motor or group of motors is of acceptable starting design. In the case of thermostatically controlled air conditioning and heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and the associated fan motors is desirable and may be required.

C. Motors served from 208 volt wye and 240 volt delta three phase circuits shall have starting currents not to exceed 200 amperes. Groups of motors starting simultaneously are classed as one motor. If the member's demand, including the proposed installation, is greater than 100 KVA, the permissible starting current may be increased one ampere for each KVA of demand in excess of 100 KVA, but in no case may the total exceed 1,000 amperes.

A motor may be started across-the-line if the starting current does not exceed the limits given above.

Part-winding motors may be used to reduce starting currents to the above limits.

Compensator type starters may be used for motors requiring higher starting currents, provided the current taken on either the starting or the running step and measured on the line side of the starter does not exceed the limits listed.

When the limitations above cannot be met, the member shall confer with the Cooperative to determine other possible ways of achieving an acceptable installation.

If there is sufficient capacity in the local distribution system to prevent the excess starting currents adversely affecting service to other members, the Cooperative may permit greater starting currents than those in the foregoing paragraphs.

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405.2 Welders:

The welder transformer used as a part of the transformer type arc welder shall be of double winding type and the secondary shall be completely isolated from the primary.

The final or stable short-circuit primary current for any transformer type arc welder for any welding current setting shall not exceed 150 percent of the rated primary input current.

The input KVA of a transformer arc welder will be computed on the basis of rated maximum input amperes (at rated output amperes) at rated primary voltage of the welder. For rate application purposes, 1,000 volt-amperes (1 kilovolt-ampere) will be considered as the equivalent of one horsepower.

When transformer type resistance welders are being considered for rate application purposes, 1,000 volt-amperes (1 kilovolt ampere) of 50 percent duty cycle rating will be considered as the equivalent of one horsepower.

Individual transformer type arc welders whose rated primary input current does not exceed 15 amperes may be operated on 120 volt single phase service.

Individual transformer type arc welders for 208 or 240 volt, single phase connection, whose rated primary input current does not exceed 30 amperes will be permitted at any point where electrical service is available.

Larger welders shall be operated on 208, 240, 480, 2400 or 4160 volt service, and may be connected only after special application and arrangements.

The connection of motor-generator type welders will be governed by the applicable rules for the driving motor.

Applications for welder service must be accompanied by the following nameplate information:

A. Transformer Type Arc Welders:

1. Name of manufacturer;
2. Manufacturer's type designation and serial number;
3. Frequency;
4. Primary voltage;
5. Maximum input (primary) amperes at rated output amperes;
6. Output volts at rated output amperes;
7. Rated output amperes;
8. Rated duty cycle or time rating;
9. Temperature rise in degrees C;
10. Open-circuit secondary voltage;

B. Transformer Type Resistance Welders:

1. Name of manufacturer;
2. Manufacturer's type designation and serial number;

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3. KVA rating at 50 percent duty cycle;
4. Primary frequency;
5. Primary voltage;
6. Maximum and minimum secondary voltages;
7. Short circuit secondary current at maximum secondary voltage and specified throat dimensions.

405.3 Radio:

The Cooperative will not be required to furnish service to radio transmitting stations unless the member provides and maintains adequate devices, to be approved by the Cooperative, for the protection of meters, transformers and other apparatus owned by the Cooperative. Amateur transmitting stations in which the energy change during keying exceeds 500 watts shall not be connected to house lighting services. Special services for such installations may be secured by making application to the Cooperative.

In no case shall radio transmitting or receiving antennae be attached to the Cooperative's poles or be permitted to cross the Cooperative's lines. Towers and antennae should be located far enough from power lines that no safety hazard is created.

405.4 Current Fluctuation Control:

In cases of hoists, elevators, furnaces, welding machines and other equipment where the use of electricity is intermittent or subject to violent fluctuations, the Cooperative reserves the right to have the member install at his own expense, fly-wheel motor generators or other suitable equipment to reasonably limit adverse affects .

405.5 Protective Control Equipment:

Reverse phase relays and circuit breakers, or similar devices, are required for all polyphase elevator installations, cranes and similar items of equipment to protect the installation in case of phase reversal or phase failure. Should special cases seem to warrant an exception to the above rules, the Cooperative may, after an investigation, make such exception. In all cases, the member should install and maintain the devices necessary to adequately protect his equipment and processes during periods of abnormal service conditions or the failure of part or all of the service supply.

405.6 Quality of Service:

In the event that any member operates or connects any electrical device, or combination of devices, to his/her electric system which causes an interference, noise, distortion of the 60 Hz sine wave (excessive harmonics), or other disturbance on the Cooperative's system which results in a disruption, disturbance, or interference to the Cooperative, its members, or a communication company or its consumers, the Cooperative may require:

- (A) The member causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect, or

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- (B) The member to install, at the member's expense, equipment specifically designed to reasonably limit such adverse effect.

The member causing the problem shall bear all expenses necessary to eliminate the adverse conditions or be subject to a discontinuance of service after written notice so that other members are not deprived of the quality of service provided prior to the existence of the problem. Where the Cooperative believes the condition creates a hazard to the public, the Cooperative, or the property, the disconnection may be made without prior notice. However, the Cooperative shall notify the member as soon as practical after the disconnection.

Harmonics will be considered excessive if the levels of current or voltage distortion at the point of common coupling (metering point) between the Cooperative and the member are outside the levels recommended in IEEE Standard 519-1992, *IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems*, or any successor IEEE standard.

405.7 Standby Generators:

A standby generator is considered a backup generator that is not now, and never will be, connected to the Cooperative's Distribution System.

No standby generator will be hooked up to the member's service at any time without having an approved double throw disconnect or other equipment as approved by the Cooperative. All must be installed in accordance with all applicable laws, codes and regulations, most notably the National Electric Code (NFPA 70).

The member will notify the cooperative upon installation so that the Cooperative can verify that the equipment is from an approved manufacturer and/or an approved technology. The list of approved devices will be available on the Cooperative internet site. Hard copies will be available to the member upon request.

The member is required to furnish, install, and maintain all equipment unless equipment is such that it must be installed and maintained by the Cooperative.

Where the Cooperative believes the standby generator creates a hazard to the public, the Cooperative, or the property, and/or the equipment installed does not follow these guidelines, the Cooperative may disconnect the service without prior notice. However, the Cooperative shall notify the member as soon as practical after the disconnection. The member shall bear all expenses necessary to eliminate the adverse conditions or be subject to a discontinuance of service after written notice so that other members are not deprived of the quality of service provided prior to the existence of the problem.

This is in conjunction with section 601.2 (C), and all rates specified in that section apply here.

TERMS AND CONDITIONS OF SERVICE - PART V

STANDARD EXTENSION POLICY

501 General:

The Standard Extension Policy is one part of the Cooperative's general body of rules and regulations governing the furnishing of service to its members. The Standard Extension Policy should be considered in conjunction with the provisions of the Cooperative's various rate schedules and other provisions of the Terms and Conditions of Service. The application of the Extension Policy to the various situations and types of members is outlined below. This supersedes all previously issued directives concerning the Extension Policy.

All line extensions must be in the best interest of the Cooperative's long-term economic benefit, reliability, and service quality. The Cooperative retains the right to determine the best methods of installing service. This includes, but is not limited to, placing material overhead or underground, prohibiting member performing a portion of construction, prohibiting member providing materials, or the route and/or location of materials.

The Cooperative may, at its sole discretion, waive any line extension charges if it is determined that waiving the charges are in the best interest of the Cooperative's public image.

502 Free Extension:

502.1 Permanent Residences:

The cooperative will provide \$2,500 or \$1.50 per square foot, whichever is greater, of line extension costs free of charge. The member shall be required to pay line extension costs in excess of this amount. Calculation of the total of square feet will exclude garages and barns that generate only minimal lighting load.

"Permanent residence" is defined to mean any residential dwelling containing complete kitchen facilities for each dwelling unit, and with normal occupancy on a permanent, year-round basis. Motels, rooming houses, weekend cabins, and mobile homes are not included in the term "permanent residence". The dwelling must have a permanent foundation in order to qualify as a permanent residence.

502.2 Mobile Homes:

The Cooperative will provide \$2,000 of line extension costs free of charge for a mobile home on a permanent foundation, as defined in section 301.9, and having an approved water and sewer system. The member shall be required to pay line extension costs in excess of \$2,000.

502.3 Non-Residential and Commercial Accounts (Including Public Buildings):

The Cooperative will provide \$100 per estimated kW demand of line extension costs free of charge to a non-residential account, commercial account, school, or church. The member shall be required to pay line extension costs in excess of \$100 per estimated kW demand. Estimated kW demand will be determined by the Cooperative. The Cooperative may require the member

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to submit a written calculation of estimated kW demand calculated and signed by a licensed electrician.

The Cooperative may, at their sole discretion, provide in excess of \$100 per estimated kW demand for accounts that have an above average load factor.

If the load is transient or seasonal in nature, as determined by the Cooperative, the member will be responsible for up to 100% of the total investment.

502.4 Real Estate Subdivisions:

Overhead Additions:

The Cooperative will provide the overhead backbone to serve the addition free of charge when average lot sizes are less than six acres. For average lot sizes of six to ten acres the fee for primary overhead line extension is \$1.00 per linear foot, and for average lot sizes over ten acres the fee is \$2.00 per linear foot. Individual property owners would be responsible for line extension to individual lots under the appropriate subsection of the Standard Extension Policy.

The Cooperative may, at its sole discretion, require the Developer to pay up to 100% of the line extension costs in advance with the balance of the free line extension amount to be refunded as permanent meters are connected.

Underground Additions:

The Developer shall have the option of either:

- A. The Developer will pay the difference between the overhead and underground line extension cost, as long as it is feasible and practical for the Cooperative to run the underground service. The individual property owners would then be responsible for line extensions to the individual lots under the appropriate subsection of the Standard Extension Policy. Or,
- B. The Cooperative will provide \$2,500 per lot of line extension costs free of charge for subdivisions that are restricted to site built homes. The developer shall be required to pay line extension costs in excess of the costs provided free of charge. Service runs to each lot, as estimated by the Cooperative, are included in the Estimated Project Cost. However, individual builders will be responsible for any additional costs that result from service routes having to be installed outside probable lines of construction. For additions with house sizes of 2,500 square feet or more, as recorded in the covenants and filed with the county clerk, the line extension cost will be increased to \$3,500 per lot. This square footage figure is based on the heated and cooled living space, and is exclusive of garages, covered porches and breezeways.

The Cooperative may, at its sole discretion, require the Developer to pay up to 100% of the line extension costs in advance with the balance of the free line extension amount to be refunded as permanent meters are connected.

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502.5 Loads Not Covered under 502.1 through 502.4:

The Cooperative may provide, at its sole discretion, either \$0.00, \$2,000, or \$100 per estimated kW demand of installation costs free of charge for loads not covered under 502.1 through 502.4. The member shall be required to pay all installation costs in excess of the amount provided free of charge.

All accounts that are billed on a residential rate that are not permanent residences, public buildings, or mobile homes on a permanent foundation, as defined in section 301.9, and having an approved water and sewer system, shall pay 100% of the construction costs.

503 Temporary Service:

Temporary service is defined as any service required for a period of less than twelve (12) months. When a temporary service is required by an applicant, the Cooperative may require that the applicant pay all of the cost of installing and removing the service in excess of any salvage realized, and may require a deposit of such cost in advance. If the temporary service is to be used for construction, the applicant must also provide and install a suitable meter pole.

504 Determination of Cost:

In arriving at the length of electrical line extension necessary to render service at any point, the distance from the point of delivery to the nearest electric distribution line shall be measured along lines of probable construction from the nearest electric distribution line to the point of delivery, or expected point(s) of delivery.

In determining the payment amount which shall be made by the applicant on an extension to be made under this section, the total construction cost of the extension (including upgrades and conversions) shall first be determined then the following shall be deducted:

- A. Cost incident to any increase in the size of electric line above and beyond the Cooperative's standard construction practices necessary to provide adequate and satisfactory service using standard stock material and/or cost incident to future expansion or to continue a construction plan of the Cooperative.
- B. The total construction of that portion of the extension constituting a free extension, which includes meters, meter loops and transformers.

Contributions to construction costs may be required prior to the start of construction. If contributions are paid before the start of construction, estimated costs shall be used for cost determination. In cases where actual construction costs exceed the estimated cost provided to the member, the member will not be required to pay the balance unless the extra construction costs were caused or requested by the member. In cases where actual construction costs are less than the estimated cost provided to the member, the member will not receive a refund of the balance if the estimate was within 10% of the actual cost. If the estimated cost provided to the member was more than 10% higher than the actual construction cost, then a recalculation of the member's contribution shall be performed and a refund shall be given, if applicable. In

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instances where a member has had previous work orders within the last five years: If the actual costs associated with those previous work orders exceeded the estimated cost provided to the member, and the member did not pay the balance, then those costs will be reconciled before any refund will be given.

However, due to the timing and nature of subdivisions, no reconciliation will be made in regard to estimated costs in comparison to actual costs for a subdivision. Every extension shall at all times be the property of the Cooperative, regardless of whether a contribution is made in aid of its construction.

505 Additional Costs:

The member shall be required to pay 100% of any additional costs that are a result of unavoidable obstacles, the member's negligence, or the member's inappropriate notification to the Cooperative.

506 Line Extension Charge:

Any line extension charges may be required prior to construction. If the Cooperative, at its sole discretion, agrees to let the member pay the charges out over a period of time, a down payment may be required prior to construction and the monthly charges will be determined by the following formula:

Monthly Charge:
$$\frac{\text{Actual Construction Cost} - \text{Down Payment} + \text{Applicable Interest Cost}}{\text{Total Number of Months in Payback Period}}$$

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STANDARD RATE SCHEDULE

601 General:

601.1 Terms of Payment:

The monthly bill will be rendered at the stated rate(s). Prepaid accounts shall be required to make payment prior to delivery of service and will be required to maintain a credit balance throughout the month. Non-Prepaid accounts will incur a late payment charge on past-due bills, not to exceed ten percent (10%) of the amount due for the current billing period, may be charged; in such event, the due date stated on the bill shall not be earlier than twenty (20) days after the bill is mailed.

601.2 Billing Adjustments:

(A) Cost of Purchased Power Adjustment:

FORMULA FOR COST OF PURCHASED POWER:

$$P.A. = A \times (1 / (1 - B))$$

Where:

- P.A. = Power cost adjustment that may be made per kWh billed.
- A = The amount in cents or fraction thereof by which the average cost per kWh paid to suppliers of power by the utility during the previous period preceding the end of the billing period for which kWh usage is billed exceeds or is less than 66.3 mills per kWh plus the reconciliation for prior over- or under-recovery. The power cost and kWh sales pertaining to Section 610 Schedule "Special Contract" will first be removed before calculating the value for A. A may be estimated for up to 12 months of all upcoming billing periods. The difference between the actual amount and the estimated amount may be recovered anytime during the succeeding 12 billing periods.
- B = The actual percentage of power losses expressed decimally using the total purchases in the 12-month period ending one month prior to the sales period, and the total sales for the preceding 12-month period.

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(B) Operating TIER Adjustment:

The Operating TIER (OTIER) adjustment is a billing adjustment that may be charged per kWh on all rate classes. The intent of the adjustment is to achieve a year-end target Operating TIER financial ratio equal to the median Operating TIER (2 of 3 High Year Average) for CFC borrowing utilities of comparable size. The Board of Trustees shall set the OTIER adjustment amount as necessary.

The OTIER adjustment may be applied at different levels for each rate class based on a Cost of Service Study, as approved by the Board of Trustees.

(C) Distributed Generation Rider:

Application:

Applicable to Distributed Generation which has a maximum rated capacity of 300kW or less, connected in parallel operation to the Cooperative's lines in accordance with the Cooperative's service rules and regulations and the Cooperative's Distributed Generation Procedures and Guidelines Manual for Members (available on request).

This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one point of delivery and measured through one meter.

Sales to member:

Sales to a Distributed Generation member shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the member as if there were no Distributed Generation installation.

Purchases from a member – Facility classified as 300 kW of connected generation and smaller:

For power produced in excess of on-site requirements, the member shall be compensated by the retail purchase meter running in reverse (Net metering). The Cooperative shall bill the member for the excess of energy supplied by the Cooperative over and above the energy supplied by the member during each billing period according to the Cooperative's applicable retail rate schedule.

Net metering is defined as measuring the difference between the electricity supplied by the Cooperative and the electricity generated by the member's facility and fed back to the electric grid over the operable time period.

When the energy supplied by the member exceeds the energy supplied by the Cooperative during a billing period, the monthly charge and/or minimum bill of the retail rate schedule shall be billed by the Cooperative in addition to the monthly metering charge. Any net excess energy for the billing period shall be credited, or paid, in dollars in the next billing period(s), at the Cooperative's avoided energy cost.

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The Cooperative's avoided energy cost shall be the Cooperative's Power Supplier's avoided cost as determined by the Cooperative's Power Supplier. The avoided cost shall be calculated periodically, as provided by the Cooperative's Power Supplier. The avoided cost may be more than those from the Power Supplier when situations dictate, on a case by case basis, based on other factors determined solely by the Cooperative, (i.e. facing directions, quantity of panels, etc.). In no circumstance will these exceed the average total power cost for the Cooperative.

The billing period shall be considered the monthly bill period associated with the monthly meter reading.

Systems with an installed capacity greater than 125% of the member's peak load may be excluded from this rider.

Member must be a Qualifying Facility (QF) as defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). If member is not a QF, the Cooperative and/or its Power Supplier may, at its sole discretion, elect to purchase power from the member under the terms of this section.

Purchases from a member – Facility classified as greater than 300 kW and less than 3 MW of connected generation:

Purchases from a Distributed Generation Member shall be at the Cooperative's Power Supplier's avoided cost as determined by the Cooperative's Power Supplier. The avoided cost shall be calculated periodically, as provided by the Cooperative's Power Supplier.

Where both sales to the member and purchases from the member exist in a billing period, the member shall be compensated by a bill credit at the avoided cost as provided by the Cooperative's Power Supplier.

There shall be no "net metering" for Distributed Generation facilities larger than 300 kW of connected generation. Net metering is defined as measuring the difference between the electricity supplied by the Cooperative and the electricity generated by the member's facility and fed back to the electric grid over the operable time period.

Member must be a Qualifying Facility (QF) as defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). If member is not a QF, the Cooperative and/or its Power Supplier may, at its sole discretion, elect to purchase power from the member under the terms of this section.

Monthly Rate:

Each billing period the member shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Customer Charge:

| | | |
|--|---|----------------------|
| 300 kW and smaller (monthly reconcile) | @ | \$0 per meter/month |
| Over 300 kW | @ | \$10 per meter/month |

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Additional Charge for meter reading by Cooperative Personnel where remote access to meter reading is not feasible.

@ \$10 per meter/month

Facilities Charge:

As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional operation and maintenance expense caused by the member's facility.

Data Access – Communications Link:

In addition to all other charges in the member's tariff and this rider, the member will provide the Cooperative at his/her own expense a communications link as approved at the sole discretion of the Cooperative for remotely obtaining meter readings at a time or times of the month as determined at the Cooperative's sole discretion.

Contracts:

An Interconnection Contract between the member and the Cooperative shall be required in all cases. For members greater than 300 kW, a Purchased Power Contract between the member and the Cooperative's Power Supplier shall be required.

(D) On-Peak Demand Reduction Rider:

This is a rider to the Large Power (Rate Code 607) and Optional Large Power Over 150 kW (Rate Code 609) standard rate schedules. All provisions of those standard rate schedules continue in effect, except as amended by this rider.

Availability:

This rider is available to cooperative members served under rate codes 607 and 609, with established on-peak hours demand of at least 10 kW. The member must notify the Cooperative on or before February 1 of their intent to participate in demand reduction during the following peak season. This credit may not be combined with the Optional Large Power Over 150 kW Wholesale Demand Charge Adjustment.

On-Peak Demand Reduction Credit:

\$ 3.68 per kW of On-Peak Demand Reduction

Determination of On-peak Demand Reduction:

The demand reduction shall be determined by comparing the member's electrical demand immediately prior to, during and immediately after Peak Load Hours on the three highest Peak Load Days as reported by Western Farmers Electric Cooperative's control center. The apparent

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demand reduction on the three peak load days will be averaged and used in calculating the demand reduction credit.

Application of On-Peak Demand Reduction Credit:

The demand reduction credit will be applied monthly beginning with the January billing and continue for twelve consecutive months. The credit will be applied as a line item reduction after the calculation of the member's power bill but prior to the application of taxes.

Annual Peak Load Period:

The annual Peak Load Period shall be the same seasons, days and hours as defined by the current Western Farmers Electric Cooperative wholesale rate paid by the Cooperative. As of August 27th 2019, the Peak Load Period shall be the hours between 3:00 p.m. and 7:00 p.m. every day (except the 4th of July, and Labor Day) between June 20 and September 9. During the Peak Load Period, a daily determination will be made prior to noon about whether the current day will be used as a **Peak Load Day**. If it is determined that a particular day will be a Peak Load Day, Western Farmers Electric Cooperative will notify participating members of such intent prior to noon on that day. Starting at 3:00 p.m. and ending with 7:00 p.m. on each Peak load day, the member should be taking steps to reduce their electrical demand on the Cooperative's system.

Notification Method:

Peak Load Day notification is limited to the following methods: email, cell phone text messaging, and Western Farmers Electric Cooperative's hourly system load internet site. Oklahoma Electric Cooperative will not be responsible for the member's inability to gain notification due to the failure of any or all of the above listed notification methods.

Equipment:

The Cooperative may install special metering equipment required to record on peak electrical demand. If the installation requires a large investment in cost the Cooperative may require reimbursement from the member to cover such cost. If, through no fault of its own, the Cooperative is unable to acquire the metering equipment in time for a particular peak season, the Cooperative will not be responsible for losses associated with the member's inability to participate in the On Peak Demand Reduction program.

(E) Taxes:

All energy rates shall be subject to an increase or decrease in direct proportion to the amount of any new or increased taxes which the Cooperative may hereafter be required to pay, which taxes are levied or imposed or increased or decreased by laws or tax rates which were not in effect on July 1, 1975.

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602 Residential Time of Use:

602.1 Applicable:

To a single-family private residential unit, including water wells, fence chargers, and adjacent farm buildings intended for domestic and ordinary farm use; or public buildings. This schedule is available to members on the prepaid service option. The rate is not applicable for commercial usage. This rate will go into effect for the bills mailed on or after January 1, 2020.

602.2 Character of Service:

Alternating current, 60 cycles, single-phase, at normal voltage of 120 volts or 120 /240 volts.

602.3 Net Monthly Bill:

Rate: For bills mailed July through September (Summer):

| | | |
|------------------------------|-----------|---------------------------|
| Service Availability Charge: | | \$ 1.00 per meter per day |
| Energy Charge: | On Peak: | \$ 0.24 per kWh |
| | Off Peak: | \$ 0.098688 per kWh |

On Peak shall be the hours between 3:00 p.m. and 7:00 p.m. Monday through Friday between June 1 and August 31, excluding the 4th of July.

Rate: For bills mailed January through May, November and December (Winter):

| | | |
|------------------------------|----------------|---------------------------|
| Service Availability Charge: | | \$ 1.00 per meter per day |
| Energy Charge: | | |
| | First 1000 kWh | \$ 0.092752 per kWh |
| | Over 1000 kWh | \$ 0.06 per kWh |

Rate: For bills mailed June and October (Shoulder):

| | | |
|------------------------------|------------|---------------------------|
| Service Availability Charge: | | \$ 1.00 per meter per day |
| Energy Charge: | On Peak: | \$ 0.24 per kWh |
| | All Other: | \$ 0.11 per kWh |

On Peak shall be the hours between 3:00 p.m. and 7:00 p.m. Monday through Friday between June 1 and August 31.

602.4 Terms of Payment:

Reference Sheet No. 42.

602.5 Billing Adjustments:

Reference Sheet No. 42.

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602.6 Other Terms and Conditions:

1. In a complex of multiple unit single-family residences having separate kitchen facilities, each unit will be individually metered and the above rate applied.
2. Individual motor units shall not exceed 7.5 horsepower, unless otherwise agreed upon prior to installation.
3. At the Cooperative's option, three-phase service may be provided under this schedule.
4. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.
5. For schools, one Availability Charge per school per month will be applied.

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603 Residential Time of Peak:

603.1 Applicable:

To a single-family private residential unit, including water wells, fence chargers, and adjacent farm buildings supplied through a single meter and intended for domestic and ordinary farm use; or public buildings. This rate is not available to members on the prepaid billing service option. The rate is not applicable for commercial usage. This rate will go into effect for bills mailed on or after January 1, 2014.

603.2 Character of Service:

Alternating current, 60 cycles, single-phase, at normal voltage of 120 volts or 120 /240 volts.

603.3 Net Monthly Bill:

Rate:

| | |
|------------------------------|----------------------------------|
| Service Availability Charge: | \$ 23.00 per month |
| Energy Charge: | \$ 0.088617 per kWh |
| Demand Charge | \$ 9.09 per kW of Billing Demand |

Minimum: \$ 23.00 per month

603.4 Determination of Billing Demand:

The annual Peak Load Period shall be the same seasons, days and hours as defined by the current Western Farmers Electric Cooperative wholesale rate paid by the cooperative. As of August 27th 2019, the Peak Load Period shall be the hours between 3:00 p.m. and 7:00 p.m. every day (except, the 4th of July, and Labor Day) between June 20 and September 9. During the Peak Load Period, a daily determination will be made prior to noon about whether the current day will be used as a **Peak Load Day**. If it is determined that a particular day will be a Peak Load Day, Western Farmers Electric Cooperative will notify participating Members of such intent prior to noon on that day. Starting at 3:00 p.m. and ending with 7:00 p.m. on each Peak Load Day, the Member should be taking steps to reduce their electrical demand on the Cooperative's system. The Member's **Billing Demand** shall be the average of the three electrical demand measurements occurring coincident with the three highest peaks recorded by Western Farmers' control center. The Member's Billing Demand will be re-set with each Peak Season and new Billing Demand charges will commence with each January billing.

603.5 Terms of Payment:

Reference Sheet No. 42.

603.6 Billing Adjustments:

Reference Sheet No. 42.

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603.7 Other Terms and Conditions:

1. The member must notify the Cooperative on or before February 1 of their intent to participate in demand reduction during the following peak season. Initial billing on the Residential Time of Peak rate will commence following the conclusion of the Peak Season and establishment of the member's initial Billing Demand.
2. In a complex of multiple unit single-family residences having separate kitchen facilities, each unit will be individually metered and the above rate applied.
3. Individual motor units shall not exceed 7.5 horsepower, unless otherwise agreed upon prior to installation.
4. Contracts under this rate schedule shall be one year. It is understood that the Member will not be permitted to transfer to another rate schedule during the 12-month contract period, nor can service be discontinued for temporary shutdowns.
5. Member may be required to pay a one-time charge for the installation of time-differentiated metering equipment necessary for billing under this tariff.
6. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.
7. For schools, one availability charge per month will be applied

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604 Standard Residential:

604.1 Applicable:

To a single-family private residential unit, including water wells, fence charges, and adjacent farm buildings intended for domestic and ordinary farm use. This schedule is available to members on the prepaid service option. The rate is not applicable for commercial usage. This rate will go into effect for the bills mailed on or after May 1, 2019.

604.2 Character of Service:

Alternating current, 60 cycles, single-phase, at normal voltage of 120 volts or 120 /240 volts.

604.3 Net Monthly Bill:

Rate: For bills mailed June through October (Summer):

| | |
|------------------------------|---------------------------|
| Service Availability Charge: | \$ 1.50 per meter per day |
| Energy Charge: | \$ 0.09 per kWh |

Rate: For bills mailed January through May, November and December (Winter):

| | |
|------------------------------|---------------------------|
| Service Availability Charge: | \$ 1.50 per meter per day |
| Energy Charge: | |
| First 1000 kWh | \$ 0.09 per kWh |
| Over 1000 kWh | \$ 0.06 per kWh |

604.4 Terms of Payment:

Reference Sheet No. 42.

604.5 Billing Adjustments:

Reference Sheet No. 42.

604.6 Other Terms and Conditions:

1. In a complex of multiple unit single-family residences having separate kitchen facilities, each unit will be individually metered and the above rate applied.
2. Individual motor units shall not exceed 7.5 horsepower, unless otherwise agreed upon prior to installation.
3. At the Cooperative's option, three-phase service may be provided under this schedule.
4. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate

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selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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605 Non-Residential and Small Commercial:

605.1 Applicable:

To any member using electric service at one point of delivery with a metered demand of 75 kilowatts or less in the current month and each of the previous eleven months. This schedule is available to members on the prepaid service billing option. This schedule is not applicable to breakdown, standby, supplementary or resale service. This rate will go into effect for the bills mailed on or after January 1, 2020.

605.2 Character of Service:

Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

605.3 Net Monthly Bill:

Rate: For bills mailed July through September (Summer):

| | | |
|------------------------------|----------|---------------------------|
| Service Availability Charge: | | \$ 1.75 per meter per day |
| Energy Charge: | On Peak | \$ 0.324179 per kWh |
| | Off Peak | \$ 0.113179 per kWh |

On Peak shall be the hours between 3:00 p.m. and 7:00 p.m. Monday through Friday between June 1 and August 31, excluding the 4th of July.

Rate: For bills mailed January through May, November and December (Winter):

| | | |
|------------------------------|----------------|---------------------------|
| Service Availability Charge: | | \$ 1.75 per meter per day |
| Energy Charge: | | |
| | First 2000 kWh | \$ 0.1235 per kWh |
| | Over 2000 kWh | \$ 0.04946 per kWh |

Rate: For bills mailed June and October (Shoulder):

| | | |
|------------------------------|----------|---------------------------|
| Service Availability Charge: | | \$ 1.75 per meter per day |
| Energy Charge: | On Peak | \$ 0.324179 per kWh |
| | Off Peak | \$ 0.12 per kWh |

On peak shall be the hours between 3:00 p.m. and 7:00 p.m. Monday through Friday between June 1 and August 31.

Minimum: The minimum monthly charge under the above rate shall be the greater of:

1. The Service Availability Charge
2. As described by contract

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605.4 Terms of Payment:

Reference Sheet No. 42.

605.5 Billing Adjustments:

Reference Sheet No. 42.

605.6 Other Terms and Conditions:

1. Individual motors having a rated capacity in excess of 7.5 horsepower must be three-phase unless otherwise agreed upon prior to installation.
2. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two meters shall not be added to obtain total kilowatt-hours used. Each meter installation shall be treated as a separate account and billed accordingly.
3. All wiring, poles, lines, and other electrical equipment beyond the delivery point shall be considered to be the distribution system of the member and shall be furnished and maintained by the member. All wiring must be installed in accordance with the rules of the National Electrical Code, and if more than one motor using automatic starting equipment is connected to its service, the Cooperative may, at its option, require the installation of sequence starters to prevent the simultaneous starting of motors.
4. If service is furnished at primary distribution voltage, a discount will be allowed amounting to five percent (5%) of the net monthly bill computed before the cost of the purchased power adjustment.
5. The Cooperative may choose to meter on the load side of the member's transformers, and the five percent (5%) discount shall be allowed, but the kWh billed shall be increased by the amount of the transformer losses calculated as one percent (1%) of the total kVA rating of the member's transformers multiplied by 730 hours.
6. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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606 Non-Residential and Small Commercial Time of Peak:

606.1 Applicable:

To any member using electric service at one point of delivery with a metered demand of 75 kW or less in the current month and each of the previous eleven months. This schedule is not available to members on the prepaid service billing option. This schedule is not applicable to breakdown, standby, supplementary or resale service. This rate will go into effect for the bills mailed on or after January 1, 2014.

606.2 Character of Service:

Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

606.3 Net Monthly Bill:

Rate:

| | |
|------------------------------|----------------------------------|
| Service Availability Charge: | \$ 38.00 per month |
| Energy Charge: | \$ 0.101122 per kWh |
| Demand Charge | \$ 9.09 per kW of Billing Demand |

Minimum: The minimum monthly charge under the above rate shall be the greater of:

1. The Service Availability Charge
2. As described by contract

606.4 Determination of Billing Demand:

The annual Peak Load Period shall be the same seasons, days and hours as defined by the current Western Farmers Electric Cooperative wholesale rate paid by the cooperative. As of August 27th 2019, the Peak Load Period shall be the hours between 3:00 p.m. and 7:00 p.m. every day (except the 4th of July, and Labor Day) between June 20 and September 9. During the Peak Load Period, a daily determination will be made prior to noon about whether the current day will be used as a **Peak Load Day**. If it is determined that a particular day will be a Peak Load Day, Western Farmers Electric Cooperative will notify participating Members of such intent prior to noon on that day. Starting at 3:00 p.m. and ending with 7:00 p.m. on each Peak Load Day, the Member should be taking steps to reduce their electrical demand on the Cooperative's system. The Member's **Billing Demand** shall be the average of the three electrical demand measurements occurring coincident with the three highest peaks recorded by Western Farmers' control center. The Member's Billing Demand will be re-set with each Peak Season and new Billing Demand charges will commence with each January billing.

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606.5 Terms of Payment:

Reference Sheet No. 42.

606.6 Billing Adjustments:

Reference Sheet No. 42.

606.7 Other Terms and Conditions:

1. The Member must notify the Cooperative on or before February 1 of their intent to participate in demand reduction during the following peak season. Initial billing on the Non-Residential and Small Commercial Time of Peak rate will commence following the conclusion of the Peak Season and establishment of the member's initial Billing Demand.
2. Contracts under this rate schedule shall be one year. It is understood that the member will not be permitted to transfer to another rate schedule during the 12-month contract period, nor can service be discontinued for temporary shutdowns.
3. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two meters shall not be added to obtain total kilowatt-hours used. Each meter installation shall be treated as a separate account and billed accordingly.
4. Individual motors having a rated capacity in excess of 7.5 horsepower must be three-phase unless otherwise agreed upon prior to installation.
5. All wiring, poles, lines, and other electrical equipment beyond the delivery point shall be considered to be the distribution system of the member and shall be furnished and maintained by the member. All wiring must be installed in accordance with the rules of the National Electrical Code. If more than one motor is connected to its service, the Cooperative may, at its option, require the installation of sequence starters to prevent the simultaneous starting of motors.
6. Member may be required to pay a one-time charge for the installation of time-differentiated metering equipment necessary for billing under this tariff.
7. If service is furnished at primary distribution voltage, a discount will be allowed amounting to five percent (5%) of the net monthly bill computed before the cost of the purchased power adjustment. The Cooperative may choose to meter on the load side of the member's transformers, and the five percent (5%) discount shall be allowed, but the kWh billed shall be increased by the amount of the transformer losses calculated as one percent (1%) of the total kVA rating of the member's transformers multiplied by 730 hours.

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8. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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607 Large Power:

607.1 Applicable:

To members located on or near Cooperative's distribution lines with usage greater than 75 kW in the current month or any of the previous eleven months, subject to the established Terms and Conditions of the Cooperative. This schedule is not applicable to breakdown, standby, supplementary or resale service. This rate will go into effect for bills mailed on or after January 1, 2014.

607.2 Character of Service:

Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

607.3 Net Monthly Bill:

Rate:

| | |
|-----------------------|---------------------|
| Demand Charge: | |
| June - October bills: | \$ 17.09 per kW |
| November - May bills: | \$ 9.09 per kW |
| Energy Charge: | \$ 0.075445 per kWh |

607.4 Determination of Billing Demand:

The billing demand shall be the highest average kilowatt demand established by the member for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter, and in no case less than 10 kW, and adjusted for power factor as follows:

607.5 Power Factor Adjustment:

The member agrees to maintain the highest practical power factor by installation of appropriate capacitors or other means. Demand charges may be adjusted for members to correct for average power factors lower than ninety percent (90%) if and when the Cooperative determines that failure to do so will be detrimental to the system or increase system costs. When deemed necessary using the criteria set forth above, such adjustments will be made by increasing the measured demand by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

607.6 Minimum Monthly Charge:

The minimum monthly charge shall be the higher of the following:

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1. The minimum monthly charge specified in the service contract.
2. The demand charge applied to the minimum billing demand.

607.7 Terms of Payment:

Reference Sheet No. 42.

607.8 Billing Adjustments:

Reference Sheet No. 42.

607.9 Other Terms and Conditions:

1. Motors having a rated capacity in excess of 7.5 horsepower must be three-phase.
2. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall not be added to obtain total kilowatt-hours used and the registrations of the two demand meters shall not be added to obtain the total kilowatt demand for billing purposes. Each meter installation shall be treated as a separate account and billed accordingly.
3. All wiring, poles, lines, and other electrical equipment beyond the delivery point shall be considered the distribution system of the member and be furnished and maintained by the member. All wiring must be installed in accordance with the rules of the National Electrical Code, and if more than one motor using automatic starting equipment is connected to its service, the Cooperative may, at its option, require the installation of sequence starters to prevent simultaneous starting of motors.
4. If service is furnished at primary distribution voltage, a discount will be allowed amounting to five percent (5%) of the monthly demand and energy charges computed before the cost of the purchased power adjustment.
The Cooperative may choose to meter on the load side of the member's transformers, and the five percent (5%) discount shall be allowed, but the kWh billed shall be increased by the amount of the transformer losses, calculated as one percent (1%) of the total kVA rating of the member's transformers times 730 hours.
5. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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608 Commercial & Industrial Time-of-Peak (TOP):

608.1 Applicable:

To members located on or near Cooperative's distribution lines for commercial and industrial usage greater than 75 kW in the current month or any of the previous eleven months, subject to the established Terms and Conditions of the Cooperative. This schedule is not applicable to breakdown, standby, supplementary or resale service. This rate will go into effect for the bills mailed on or after January 1, 2014.

608.2 Character of Service:

Alternating current, 60 Hertz, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

608.3 Net Monthly Bill:

Rate:

| | |
|--------------------|-----------------------------------|
| CP Demand Charge: | \$ 8.55 per kW CP Billing Demand |
| NCP Demand Charge: | \$ 6.14 per kW NCP Billing Demand |
| Energy Charge: | \$ 0.064251 per kWh |

608.4 Determination of NCP Billing Demand:

The NCP Billing Demand shall be the maximum rate at which energy is used for any period in the month for which the bill is rendered as shown by the Cooperative's demand meter, but in no case less than 10 kW, and adjusted for power factor.

608.5 Determination of CP Billing Demand:

The annual Peak Load Period shall be the same seasons, days and hours as defined by the current Western Farmers Electric Cooperative wholesale rate paid by the cooperative. As of August 27th 2019, the Peak Load Period shall be the hours between 3:00 p.m. and 7:00 p.m. every day (except the 4th of July, and Labor Day) between June 20 and September 9. During the Peak Load Period, a daily determination will be made prior to noon about whether the current day will be used as a **Peak Load Day**. If it is determined that a particular day will be a Peak Load Day, Western Farmers Electric Cooperative will notify participating Members of such intent prior to noon on that day. Starting at 3:00 p.m. and ending with 7:00 p.m. on each Peak Load Day, the Member should be taking steps to reduce their electrical demand on the Cooperative's system.

The member's CP **Billing Demand** shall be the average of the three electrical demand measurements occurring coincident with the three highest peaks recorded by Western Farmers' control center. The Member's Billing Demand will be re-set with each Peak Season and new Billing Demand charges will commence with each January billing. Minimum billing demand shall be 25 kW.

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608.6 Power Factor Adjustment:

The member agrees to maintain the highest practical power factor by installation of appropriate capacitors or other means. Demand charges may be adjusted for members to correct for average power factors lower than ninety percent (90%) if and when the Cooperative determines that failure to do so will be detrimental to the system or increase system costs. When deemed necessary using the criteria set forth above, such adjustments will be made by increasing the measured demand by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

608.7 Minimum Monthly Charge:

The minimum monthly charge shall be the higher of the following:

1. The minimum monthly charge specified in the service contract.
2. The NCP Billing Demand Charge plus the CP Billing Demand Charge.

608.8 Terms of Payment:

Reference Sheet No. 42.

608.9 Billing Adjustments:

Reference Sheet No. 42.

608.10 Other Terms and Conditions:

1. Motors having a rated capacity in excess of 7.5 horsepower must be three phase.
2. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall not be added to obtain total kilowatt-hours used and the registrations of the two demand meters shall not be added to obtain the total kilowatt demand for billing purposes. Each meter installation shall be treated as a separate account and billed accordingly.
3. All wiring, poles, lines and other electrical equipment beyond the delivery point shall be considered the distribution system of the member and be furnished and maintained by the member. All wiring must be installed in accordance with the rules of the National Electrical Code and, if more than one motor using automatic starting equipment is connected to its service, the cooperative may, at its option, require the installation of sequence starters to prevent simultaneous starting of motors.
4. If service is furnished at primary distribution voltage, a discount will be allowed amounting to five percent (5%) of the monthly demand and energy charges computed before the cost of the purchased power adjustment. The Cooperative may choose to meter on the load side of the member's transformers, and the five

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percent (5%) discount shall be allowed, but the kWh billed shall be increased by the amount of the transformer losses calculated as one percent (1%) of the total kVA rating of the member's transformers times 730 hours.

5. The member will not be permitted to discontinue service for temporary shutdowns.

6. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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609 Optional Large Power Over 150 kW Rate:

609.1 Applicable:

To large commercial and industrial power users located within the Cooperative's area, having a minimum connected or contracted demand of 150 kW, subject to the established rules and regulations of the Cooperative. Availability of this rate is on a calendar year to year basis unless otherwise specified in a separate contract for electric service. No standby or auxiliary service provided. Service under this rate shall be at the option of both the member and the Cooperative. To qualify for this rate, the member switching to this rate should have a 12 month load factor average above 40%, with the load factor calculation as Usage/(Demand *8760). This rate will go into effect for bills mailed on or after January 1, 2018.

609.2 Character of Service:

Three-phase, alternating current, 60 Hertz, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

609.3 Net Monthly Bill:

| | |
|------------------------------|---|
| Service Availability Charge: | \$800.00 per Meter |
| Demand Charge: | \$ 13.50 per kW of Billing Demand |
| Energy Charge: | First 2,000,000 kWh \$ 0.044703 per kWh Over 2,000,000 kWh \$ 0.040703 per kWh |

609.4 Minimum Monthly Charge:

The minimum monthly charge shall be the higher of the following:

1. The Billing Demand Charge plus the Service Availability Charge; or
2. The minimum monthly charge set forth in the contract.

609.5 Determination of Billing Demand:

Billing demand shall be the greater of the highest hourly kilowatt demand established by the member during the month for which the bill is rendered or 80 percent of the highest hourly demand during the past 12 months ending with the current month. Minimum billing demand shall be 150 kW.

609.6 Power Factor Adjustment:

The member agrees to maintain the highest practical power factor by installation of appropriate capacitors or other means. Demand charges may be adjusted for members to correct for average power factors lower than ninety percent (90%) if and when the Cooperative determines that failure to do so will be detrimental to the system or increase system costs. When deemed

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necessary using the criteria set forth above, such adjustments will be made by increasing the measured demand by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

609.7 Terms of Payment:

Reference Sheet No. 43.

609.8 Billing Adjustments:

Reference Sheet No. 43.

609.9 Other Terms and Conditions:

1. On-Peak Demand Reduction Credit: Reference Sheet No. 46.
2. Where multiple meters receiving service and billed under this tariff are adjacent to one another on the same property, a single Service Availability Charge shall be billed per member, regardless of the number of meters.
3. Wholesale Demand Charge Adjustment: Qualified members may receive, as a line item adjustment to the monthly bill, any reduction in wholesale demand charges resulting from Western Farmer's billing demand formula for new members. Members cannot receive both the Wholesale Demand Charge Adjustment and the On-Peak Demand Reduction Credit.
4. The member will not be permitted to discontinue service for temporary shutdowns.
5. Motors having a rated capacity in excess of 7.5 horsepower must be three phase.
6. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registrations of the two watt-hour meters shall not be added to obtain total kilowatt-hours used and the registrations of the two demand meters shall not be added to obtain the total kilowatt demand for billing purposes unless prior agreement has been made in the contract for service.
7. All wiring, poles, lines, and other electrical equipment beyond the delivery point shall be considered the distribution system of the member and be furnished and maintained by the member. All wiring must be installed in accordance with National Electrical Code, and if more than one motor using automatic starting equipment is connected to its service, the Cooperative may, at its option, require the installation of sequence starters to prevent simultaneous starting of motors.
8. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member,

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having selected a rate, may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

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610 Special Contract Rate:

610.1 Applicable:

This rate is applicable only to a single location which consumes a minimum of 2,000,000 kWh per month. This schedule is not applicable to resale service. This rate will go into effect for bills mailed on or after January 1, 2014.

610.2 Character of Service:

Alternating current, 60 Hertz, three-phase, at primary voltage.

610.3 Monthly Rate:

Service Availability Charge: \$275.00 per month

Energy Charge:

| | |
|-------------------|---------------------|
| First 500,000 kWh | \$ 0.068933 per kWh |
| Over 500,000 kWh | \$ 0.059933 per kWh |

610.4 Minimum Monthly Charge:

The minimum monthly charge under the above rate shall be the highest of the following:

1. The Service Availability Charge and Billing Demand; or,
2. As specified in a special contract for service; or
3. \$35,000 per month.

610.5 Power Factor:

The member agrees to maintain unity power factor as nearly as practicable. Demand charges may be adjusted for average power factors lower than ninety percent (90%). Such adjustments will be made by increasing the billing demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%).

610.6 Terms of Payment:

Reference Sheet No. 42.

610.7 Billing Adjustments:

Reference Sheet No. 42.

Fuel Cost Adjustment: This rate is based on the wholesale supplier's fuel only cost of 34.314 mills per kWh. Whenever the fuel cost of the supplier is adjusted up or down, the member will be charged or credited the variance from 34.314

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mills per each kWh billed. The normal Cost of Purchased Power Adjustment does not apply to this rate.

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611 Security Lighting:

611.1 Applicable:

To all members for illumination of outdoor areas at any point in or near the Cooperative's distribution line. This rate will go into effect for bills mailed on or after January 1, 2014.

611.2 Character of Service:

Automatic lighting of size and number desired by the member.

611.3 Net Monthly Bill:

Base Light Charge:

| | |
|-------------------------------------|---------|
| 7000 / 9500 Lumens | |
| 175 Watt Mercury Vapor | \$9.13 |
| Up to 100 Watt High Pressure Sodium | \$8.67 |
| Up to 100 Watt Metal Halide | \$8.67 |
| 20,000 / 25,000 Lumens | |
| 400 Watt Mercury Vapor | \$20.35 |
| 250 Watt High Pressure Sodium | \$19.27 |
| 250 Watt Metal Halide | \$19.27 |
| 50,000 Lumens | |
| 400 Watt High Pressure Sodium | \$24.08 |
| 400 Watt Metal Halide | \$24.08 |
| 1000 Watt Metal Halide | \$38.47 |

Base Pole Charges:

| <u>Pole Type</u> | <u>Pole Charge</u> |
|-------------------------------------|--------------------|
| Existing Wood | \$ 0.00 |
| New Wood After January 1, 2010 | \$ 4.00 |
| New Wood | \$ 2.00 |
| Concrete | \$ 4.53 |
| Shoe-Box Style | \$ 8.00 |
| Break Away | \$10.80 |
| Decorative 12' Non Residential Only | \$11.46 |
| Decorative 30' Non Residential Only | \$34.38 |
| Other | \$ 8.00 |
| Material Cost Paid by Member* | \$ 0.50 |

Overhead wiring charge is based on a span of 150 feet or less.

*The Cooperative will allow the member to pay the pole material cost upfront and the Cooperative will install and maintain the pole. This option only applies to standard poles currently offered by The Cooperative and with the understanding that the member is responsible for the material cost for all replacements.

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611.4 Term of Contract:

A contract period of three (3) years is required for this service.

611.5 Terms of Payment:

Reference Sheet No. 42.

611.6 Billing Adjustments:

Reference Sheet No. 42.

The Cost of Purchased Power Adjustment and Equity Adjustment, if applicable, shall be applied monthly as follows:

| | |
|--|-----------|
| 175 Watt Mercury Vapor Light: | @ 70 kWh |
| 400 Watt Mercury Vapor Light: | @ 160 kWh |
| Up to 100 Watt High Pressure Sodium Light/MH | @ 40 kWh |
| 250 Watt High Pressure Sodium Light/MH | @ 90 kWh |
| 400 Watt High Pressure Sodium Light/MH | @ 169 kWh |
| 1000 Watt High Pressure Sodium / MH | @ 350 kWh |

611.7 Other Terms and Conditions:

1. The member agrees to furnish, without cost to the Cooperative, all easements, permits and rights necessary to permit the Cooperative to install, maintain and operate the above-required equipment, and will be responsible to the Cooperative for any damage to its facilities resulting from actions of persons on the member's premises.
2. The member shall be responsible for reporting outages or other operating faults, and the Cooperative will make repairs within a reasonable time during regular working hours and favorable weather conditions.
3. The facilities to be installed by the Cooperative include a photoelectric cell and all necessary hardware installed on an existing pole on which secondary service is currently available. Underground wiring will be available at the rates found in 611.3, plus \$ 3.50 per pole with a buried cable run of less than 150 feet. If the member exceeds this allowable line extension, the member shall be required to pay 100% of the exceeding cost. This may be required prior to construction. It shall be understood by the member that all materials, poles, etc., shall remain the property of the Cooperative, regardless of the member's contribution.
4. Lights may be installed for homebuilders on custom-built homes, provided that both the builder and the owner sign the 36-month agreement form.

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5. If a member requests that a security light be relocated on the same premises, the member may be charged for the cost of that move.
6. In setting the light where the member has designated, the Cooperative assumes no liability for any damage to water, sewer or gas lines.
7. The member may be required to pay a trip charge of \$50.00, but in special circumstances, this amount may be higher, for any non-routine trip after the initial connect.
8. The Cooperative reserves the right to refuse any requests for security lights.

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612 Municipal Street Lighting:

612.1 Available:

To any community served retail by the Cooperative. This rate will go into effect for bills mailed on or after January 1, 2014.

612.2 Applicable:

To municipalities (including municipal trusts) for year-round, dusk-to-dawn lighting service which is billed to and paid by the municipality for lighting highways, streets, other public thoroughfares, and municipal park areas, but not including athletic fields or swimming pools.

612.3 Character Of Service:

Automatic lighting of size and number desired by member.

612.4 Net Monthly Rate:

Base charge:

The monthly rate for each lighting unit installed on an existing pole or structure is as follows:

| <u>Type of Lighting Units</u> | <u>Percentage of Lighting Investment Provided by Coop</u> | |
|--------------------------------|---|-------------|
| | <u>100%</u> | <u>None</u> |
| Up to 100 Watt <u>HPS / MH</u> | \$ 7.82 | \$ 5.50 |
| 175 Watt MV | \$ 8.28 | \$ 5.96 |
| 250 Watt <u>HPS / MH</u> | \$13.56 | \$ 9.57 |
| 400 Watt MV | \$12.17 | \$ 10.65 |
| 400 Watt <u>HPS / MH</u> | \$19.69 | \$13.10 |
| 1000 Watt <u>HPS / MH</u> | \$36.26 | \$24.63 |

Additional Charges:

If an extension of the Cooperative's secondary circuit and a new support pole for the lighting are required, the monthly rate may be increased as follows:

| <u>Standard Wooden Pole</u> | <u>100%</u> | <u>None</u> |
|--------------------------------------|-------------|-------------|
| 30' | \$ 3.07 | \$0.50 |
| 35' | \$ 4.64 | \$0.58 |
| 40' | \$ 5.48 | \$0.84 |
| 45' | \$ 6.15 | \$1.17 |
| 50' | \$ 6.64 | \$1.74 |
| <u>Standard Pole Other Than Wood</u> | <u>100%</u> | <u>None</u> |

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| | | |
|----------------------|---------|--------|
| Other Than Wood | \$ 8.00 | \$1.77 |
| Concrete | \$ 4.53 | \$1.00 |
| Shoe Box Style | \$ 8.00 | \$1.85 |
| Decorative | \$11.46 | \$1.00 |
| Breakaway | \$10.80 | \$2.00 |
| New Wood - Municipal | \$ 3.07 | \$.75 |

The facilities to be installed by the Cooperative include a photoelectric cell and all necessary hardware installed on an existing pole on which secondary service is currently available. Underground wiring will be available at the rates found above plus \$ 3.50 per pole with a buried cable run of less than 150 feet. If the member exceeds this allowable line extension, the member shall be required to pay 100% of the exceeding cost. This may be required prior to construction. It shall be understood by the member that all materials, poles, etc., shall remain the property of the Cooperative, regardless of the member's contribution.

612.5 Terms of Payment:

Reference Sheet No. 42.

612.6 Billing Adjustments:

Reference Sheet No. 42.

The Cost of Purchased Power Adjustment and Equity Adjustment, if applicable, shall be applied as follows:

| | |
|--|----------------------|
| 175 Watt Mercury Vapor Light | @ 70 kWh per month |
| 400 Watt Mercury Vapor Light | @ 160 kWh per month |
| Up to 100 Watt High Pressure Sodium / MH | @ 40 kWh per month |
| 250 Watt High Pressure Sodium / MH | @ 90 kWh per month |
| 400 Watt High Pressure Sodium / MH | @ 169 kWh per month |
| 1000 Watt High Pressure Sodium / MH | @ 350 kWh per month* |

612.7 Other Terms and Conditions:

1. Special or Non-Standard Facilities:
Whenever the municipality requests the Cooperative to install special or non-standard facilities hereunder and there is no engineering, construction, safety, legal or practical reason which would, in the Cooperative's judgment, make such installation inadvisable, the Cooperative will make such installation, provided the municipality pays to the Cooperative, in advance and without right of refund, an amount equal to the additional difference between the installed cost of the special or non-standard facilities and the installed cost of comparable standard facilities. The monthly rate shall be as stated above for the comparable standard facilities.

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In lieu of such lump sum payment in advance and subject to approval by the Cooperative, the municipality may elect to pay the Cooperative a monthly charge equal to 1.5% of the additional difference between the installed costs as stated above.

A standard fixture shall mean those fixtures designated as standard by the Cooperative.

2. Installation of Units:

Adequate clearance for the necessary lines shall be arranged for by the municipality.

When the Cooperative is required to install additional lights at a location which is more than 600 feet from an existing suitable source of power supply of secondary voltage (overhead or underground), the municipality shall pay to the Cooperative the additional cost of the extension over 600 feet, by either method (b) or (c) chosen below.

Where underground service is installed and trenching is not normal, i.e., paving must be broken and replaced or boring is required or other trenching obstructions such as rock, etc., are encountered, the municipality shall pay the additional cost of trenching involved above the cost of normal trenching by any one of the following three methods:

- (a) The municipality shall perform all difficult trenching, break paving, bore under obstructions, install duct furnished by the Cooperative, back-fill and replace the paving to the mutual satisfaction of all parties concerned.
- (b) The municipality shall pay to the Cooperative in advance and without right of refund an amount equal to the additional cost of construction.
- (c) The municipality shall pay an additional monthly charge equal to 1.5% of the additional cost of construction.

When the Cooperative is required by the municipality to replace or remove a lighting system prior to the end of the economic life of the system, the municipality shall pay to the Cooperative an amount equal to the unused portion of the economic life of the system.

If the Cooperative's portion of the investment in the lighting system for new installation is different from that specified above, the rate for such service shall be the amount "G" as calculated in accordance with the following formula:

$$G = A - (D \times C)$$

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Where:

- G = Adjusted monthly rate per unit
- A = Amount of monthly rate per unit for a 100% Cooperative investment
- D = Difference between the monthly rate per unit for a 100% Cooperative investment and the monthly rate per unit for no Cooperative investment
- C = Percentage of investment in the lighting system which the Cooperative does not provide.

3. Burning Schedule:

The standard schedule shall be for dusk-to-dawn service and shall include approximately 4,000 hours of service per year. The Cooperative will use reasonable care to maintain such service, but the Cooperative will not be obligated to patrol to determine required lamp replacement or other maintenance of the facilities used for service under this schedule. Upon notification of any outage or required maintenance of such facilities, the Cooperative shall be allowed a reasonable length of time to restore normal service during regular working hours.

4. Operation and Maintenance:

Cooperative-Owned Systems: The Cooperative shall own, operate, and maintain the entire lighting system including circuits, transformers, poles and fixtures.

Municipally-Owned Systems: The Cooperative shall own the feeders and transformers to the point of connection with the lighting system circuits. The municipality shall own the lighting circuits, control devices, poles and fixtures. The Cooperative shall operate and maintain the entire lighting system.

The Cooperative shall not be required to accept for operation and maintenance a lighting system owned by the municipality if it is found by the Cooperative to be unsafe, uneconomical to maintain, or not in keeping with good engineering practices.

5. Special Conditions:

In case lighting service is furnished to a municipality under conditions different from those specified in this rate schedule, such service shall be under special contract which shall cover, in addition to the foregoing rates and provisions, such items and adjustments of a special nature as are necessary to protect the investment of the Cooperative and to define the rights of the parties. Such special contracts shall be approved by the Board of Trustees.

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613 Back-Up Service:

613.1 Applicable:

To members located on or near Cooperative's distribution lines for commercial and industrial usage, subject to the established Terms and Conditions of the Cooperative. This rate will go into effect for bills mailed on or after January 1, 2014.

613.2 Character of Service:

Alternating current, 60 Hertz, at the voltage and phase of the Cooperative's established distribution system most available to the location of the member.

613.3 Definition of Service:

Back-Up Service means electric energy or capacity supplied by the Cooperative to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage or reduced output of the facility.

613.4 Term:

Contracts for Back-Up Service shall be for a minimum of 12 months. The contract expiration date will automatically be extended until cancelled by either party with 12 months written notice. Members may change the length of the term by mutual agreement with the Cooperative.

613.5 Contracted Back-Up Service KW:

The Contracted Back-up Service kilowatt (kW) is the amount of cogeneration or self-generation capacity for which the member contracts with the Cooperative for Back-up Service. If the Contracted Back-up Service kW is exceeded, then the Contracted Back-up Service kW is automatically increased to the new level. Term requirements of the Back-up Service rate will automatically apply to the new kW contract level.

For certain critical community service loads such as, but not limited to, hospitals, police stations, fire department buildings, civil defense posts, certain radio and television facilities, etc., the contracted Back-up Service kW shall be equal to the member's total net generation capacity, excluding emergency.

613.6 Net Monthly Bill:

| | |
|------------------------------|--------------------|
| Primary Service Rate: | |
| Service Availability Charge: | |
| Primary Service | \$172.00 per Month |

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Demand Charge:

\$10.52 per Billing Demand kW but not less than \$2.00 times the Contracted Back-Up Service kW.

Energy Charge:

| | |
|---------------------|--------------------|
| First 1,000,000 kWh | \$0.076146 per kWh |
| Over 1,000,000 kWh | \$0.073146 per kWh |

Secondary Service Rate:

Service Availability Charge:

Secondary Service \$90.00 per Month

Demand Charge:

\$10.52 per Billing Demand kW but not less than \$2.50 times the Contracted Back-Up Service kW.

Energy Charge:

| | |
|---------------------|--------------------|
| First 1,000,000 kWh | \$0.076146 per kWh |
| Over 1,000,000 kWh | \$0.073146 per kWh |

613.7 Minimum Billed kWh for No-Load Losses:

In recognition of the no-load losses associated with Cooperative owned transformer(s), the minimum kWh billed on secondary services shall be 0.30 percent of the total kVA rating of the transformer(s) times 730 hours.

613.8 Determination of Billing demand KW:

The billing demand shall be the greater of the following:

1. The highest average kilowatt demand established by the member for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.
2. The highest average kilowatt demand established by the member for the period of thirty (30) consecutive minutes as shown by the Cooperative's demand meter that is coincident with the Cooperative's power supplier's most recent peak on designated peak days.

613.9 Power Factor Adjustment:

The member agrees to maintain the highest practical power factor by installation of appropriate capacitors or other means. Demand charges may be adjusted for members to correct for average power factors lower than ninety percent (90%) if and when the Cooperative determines that failure to do so will be detrimental to the system or increase system costs. When deemed necessary using the criteria set forth above, such adjustments will be made by increasing the measured demand by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

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613.10 Terms of Payment:

Reference Sheet No. 42.

613.11 Billing Adjustments:

Reference Sheet No. 42.

613.12 Other Terms and Conditions:

1. Motors having a rated capacity in excess of 7.5 horsepower must be three phase.
2. All wiring, poles, lines and other electrical equipment beyond the delivery point shall be considered the distribution system of the member and be furnished and maintained by the member. All wiring must be installed in accordance with the rules of the National Electrical Code and, if more than one motor using automatic starting equipment is connected to its service, the cooperative may, at its option, require the installation of sequence starters to prevent simultaneous starting of motors.
3. It is understood that the member will not be permitted to transfer to another power schedule during the twelve-month period following the initiation of service under this rate, nor can he discontinue service for temporary shutdowns.

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614 Large Power Unbundled Rate:

614.1 Applicable:

To large commercial and industrial power users connecting service after October 1, 2017 having a minimum connected demand of 500 kW, subject to the established rules and regulations of the Cooperative. No standby or auxiliary service provided. Service under this rate shall be at the option of both the member and the Cooperative and subject to the terms of a separate power purchase contract.

614.2 Character of Service:

Three-phase, alternating current, 60 Hertz, voltage as stipulated in the contract.

614.3 Net Monthly Bill:

Service Availability Charge: Within the range between \$100 and \$2,000 per month as stipulated in the contract.

Demand Charge: Within the range between \$.50 and \$1.00 per kW of Billing Demand as stipulated in the contract.

Energy Charge: Within the range between \$.001 and \$.01 per kWh as stipulated in the contract.

Wholesale Charge: A line item charge for the billing period reflecting the wholesale cost of power and energy under the contracted rate.

614.4 Minimum Monthly Charge:

The minimum monthly charge shall be the higher of the following:

1. The Demand Charge plus the Service Availability Charge; or
2. The minimum monthly charge set forth in the contract; or
3. \$1 per kVA of installed transformer capacity.

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614.5 Determination of Billing Demand:

Billing demand shall be the greater of the highest hourly kilowatt demand established by the member during the month for which the bill is rendered, or 80 percent of the highest hourly demand during the past 12 months ending with the current month. Minimum billing demand shall be 500 kW, and adjusted for power factor as follows:

614.6 Power Factor Adjustment:

The member agrees to maintain the highest practical power factor by installation of appropriate capacitors or other means. Demand charges may be adjusted for members to correct for average power factors lower than ninety percent (90%) if and when the Cooperative determines that failure to do so will be detrimental to the system or increase system costs. When deemed necessary using the criteria set forth above, such adjustments will be made by increasing the measured demand by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

614.7 Terms of Payment:

Reference Sheet No. 43.

614.8 Billing Adjustments:

The Cost of Purchased Power Adjustment does not apply to this rate.

The Operating TIER Adjustment does apply to this rate.

The On-Peak Demand Reduction Credit does not apply to this rate.

614.9 Other Terms and Conditions:

1. Motors having a rated capacity in excess of 7.5 horsepower must be three phase.
2. Both power and lighting shall be billed at the foregoing rate. Metered usage and demand may be aggregated only if each meter is within one contiguously owned end use consumer site. Aggregation will be at the option of and subject to approval by the Cooperative.
3. All wiring, poles, lines, and other electrical equipment beyond the delivery point shall be considered the distribution system of the member and be furnished and maintained by the member. All wiring must be installed in accordance with National Electrical Code, and if more than one motor using automatic starting equipment is connected to its service, the Cooperative may, at its option, require the installation of sequence starters to prevent simultaneous starting of motors.

TERMS AND CONDITIONS OF SERVICE - PART VI

4. It I understood that the member will not be permitted to transfer to another power schedule during the twelve-month period following the initiation of service under this rate, nor can he discontinue for temporary shutdowns.

TERMS AND CONDITIONS OF SERVICE - PART VI

615 Residential Electric Vehicle Time of Use:

615.1 Applicable:

To a single-family private residential unit, including water wells, fence chargers, and adjacent farm buildings intended for domestic and ordinary farm use; or public buildings. This schedule is available to members on the prepaid service option. The rate is not applicable for commercial usage. This rate will go into effect for the bills mailed on or after October 1, 2019.

615.2 Character of Service:

Alternating current, 60 cycles, single-phase, at normal voltage of 120 volts or 120 /240 volts.

615.3 Net Monthly Bill:

Rate:

| | |
|------------------------------------|---------------------------|
| Service Availability Charge: | \$ 1.50 per meter per day |
| Energy Charge: 5:00 AM – 10:00 PM: | \$ 0.10 per kWh |
| 10:00 PM – 5:00 AM: | \$ 0.05 per kWh |

615.4 Terms of Payment:

Reference Sheet No. 42.

615.5 Billing Adjustments:

Reference Sheet No. 42.

615.6 Other Terms and Conditions:

1. In a complex of multiple unit single-family residences having separate kitchen facilities, each unit will be individually metered and the above rate applied.
2. Individual motor units shall not exceed 7.5 horsepower, unless otherwise agreed upon prior to installation.
3. At the Cooperative's option, three-phase service may be provided under this schedule.
4. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.

TERMS AND CONDITIONS OF SERVICE - PART VI

616 Small Agriculture:

616.1 Applicable:

To small agriculture accounts served as an additional meter, including water wells, fence chargers, and adjacent farm buildings intended for domestic and ordinary farm use. This schedule is available to members on the prepaid service option. The rate is not applicable for commercial usage. This rate will go into effect for the bills mailed on or after January 1, 2020.

616.2 Character of Service:

Alternating current, 60 cycles, single-phase, at normal voltage of 120 volts or 120 /240 volts.

616.3 Net Monthly Bill:

| | | |
|----------|------------------------------|--------------------|
| Rate: | | |
| | Service Availability Charge: | \$ 22.00 per month |
| | Energy Charge: | \$ 0.17 per kWh |
| Minimum: | | \$ 22.00 per month |

616.4 Terms of Payment:

Reference Sheet No. 42.

616.5 Billing Adjustments:

Reference Sheet No. 42.

616.6 Other Terms and Conditions:

1. Individual motor units shall not exceed 7.5 horsepower, unless otherwise agreed upon prior to installation.
2. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected. A member, having selected a rate, may not change to another rate within a twelve-month period unless there is substantial change in the character or conditions of his or her service. A member may request reclassification to another rate only after fulfilling all obligations of this rate.