

11. b. Lane-Scott Electric Cooperative Tariff for Electric Service

The Tariff is the manual that includes all rates, fees, rules, and regulations related to how the Cooperative charges and bills energy and builds and maintains powerlines. It is a legal, living document that has the authority of Board Policy in most areas, but the rate authority ceded by the State of Kansas.

This Tariff is the result of over two years work to update the existing 2013 Rules and Regulations and to include the 2022 Rate schedules. Kathy, Rebecca, Ann Marie, Nate, and Dal have all contributed to and reviewed this Tariff. However, with a project of this size and a varied as some of our processes are, it is inevitable that something got missed or will need to be amended later. Some will be non-substantive such as grammar, punctuation, etc. and we request the authority to make those corrections without Board approval. Substantive changes will come before the Board of Trustees.

Also, according to KEC, the Cooperative is no longer required to file its Tariff with the KCC. I will verify that no filing is required.

Staff requests that the Board approve the 2022 Tariff for Electric Service and grant the General Manager the authority to make non-substantive changes as necessary.



Tariff for Electric Service

including Service Rules, Rates and Regulations

As proposed August 8, 2022

THE LANE-SCOTT ELECTRIC COOPERATIVE, INC.
DIGHTON, KANSAS

INTRODUCTION

This Tariff, including all Service Rules, Rates, and Regulations set forth the terms and conditions under which electricity is supplied to its members by the Lane-Scott Electric Cooperative, Inc. These Rules are intended to establish a comprehensive guideline to both the Lane-Scott Electric Cooperative, Inc., and its members to assure that rates, operations, and services are just, fair, and reasonable to all concerned, and to establish the rights and responsibilities of both the member and the Cooperative.

The Kansas Legislature vested certain powers and authorities to the Board of Trustees of each electric cooperative in the electric cooperative act Article 46, 17-4601 to 17-4682. Among them is the authority to establish rates and conditions of service. These Rules and Regulations are contained herein and are to be applied uniformly and equitably to all applicants and members, regardless of race, color, religion, age, sex, nationality, veteran, marital, or handicap status.

The Lane-Scott Electric Cooperative, Inc. reserves the right to interpret and make changes to these Rules and Regulations to meet new and unforeseen conditions as deemed necessary and applicable by the Board of Trustees.

THE LANE-SCOTT ELECTRIC COOPERATIVE, INC.
DIGHTON, KANSAS

TARIFF FOR ELECTRIC SERVICE

TABLE OF CONTENTS

SECTION I UTILITY OPERATIONS

A. Description of the Cooperative's Operations	6
B. Contact Information	6
C. Areas Served	6

SECTION II RATES AND CHARGES

A. Application of Rates	8
B. Residential Services	8
C. General Service Small – GSS-22	10
D. General Service Large – GSL-22	10
E. Large Industrial – LI-22	11
F. Irrigation Service – IS-22	12
G. Non-Domestic Service – ND-22	13
H. Fairground and Athletic Field Lighting – AF-22	13
I. Village Street Lighting – VSL-22	14
J. Service to City of Dighton – WHD-22	15
K. Idle Service – ID-22	15
L. Private Area Lighting – PSL-22 – Frozen	16
M. Adjustments	19
1. Energy Cost Adjustment – ECA-22	19
2. Property Tax Adjustment – PTA-22	20
N. Net Metering Rider – NMR-22	21
O. Parallel Generation Rider – PGR-22	24
P. Qualifying Facilities and DG Rider – DQF – 22	27
Q. Service Fees and Charges	30

SECTION III SERVICE RULES AND REGULATIONS

A. General Rules and Regulations	34
B. Maintenance and Location of Records	36
C. Form and Filing of Tariff	36
D. Application for Electric Service	36
E. Easements and Rights of Access	38
F. Member Relations	40
G. Refusal of Service	41

H. Applicant and Member Deposit	41
I. Billing	43
J. Discontinuance of Service	46
K. New Construction	49
L. Meters	52
M. Continuity of Service	55
N. Quality of Service	56
O. Members Wiring and Equipment	56
P. Distributed Generation and Qualifying Facilities	59
Q. Electric Service Regulations	63

APPENDIX - FORMS

SECTION I

UTILITY OPERATIONS

SECTION I UTILITY OPERATIONS

A. DESCRIPTION OF THE COOPERATIVE'S OPERATIONS

The Lane-Scott Electric Cooperative, Inc., is an electric cooperative corporation organized and operating under the provision of K.S.A. 1976 Supp. 66-104. The Cooperative received its charter on January 14, 1938, under Section 26 of Article 1528 B of the Miscellaneous Corporation Cooperative Corporation Act of the State of Kansas and is a 501 (c) 12 Corporation not-for profit organization.

The Cooperative is owned by its members and operates solely for their benefit and for the benefit of the communities it serves. Lane-Scott is governed by a Board of nine Trustees in accordance with the Bylaws of the Cooperative.

The main office of this distribution and transmission utility is located at 410 S. High Street, Dighton, Kansas 67839. The Cooperative purchases wholesale power from Sunflower Electric Power Corporation, Inc., and distributed generation from qualified members.

The construction of the lines and facilities of the Cooperative has been by members as well as through loan agreements from the Rural Utilities Service (RUS), United States Department of Agriculture, Washington, D.C., the National Rural Utilities Cooperative Finance Corporation (CFC), CoBank, and other qualified lenders.

A long-range system plan, power requirement studies, and financial forecasts are utilized for system planning. Additionally, the Cooperative retains consultants and contractors for assistance in system planning, design, inspection, maintenance of lines, rights of way, and other areas as needed.

B. CONTACT INFORMATION:

Main phone number: (620-397-5327) or Toll-free (1-800-407-2217)
Mailing address: PO Box 758, Dighton, KS 67839

C. AREA SERVED. The certified area of the Cooperative includes all, or part, of these areas:

1. CITIES and TOWNSHIPS include:

- a. City of Ness City
- b. City of Ransom
- c. City of Healy
- d. City of Utica
- e. City of Alexander
- f. City of Bazine
- g. City of Beeler
- h. City of Brownell
- i. City of McCracken

2. COUNTIES. A Certificate of Convenience and Authority to transact business was issued by the State Corporation Commission of the State of Kansas for the following counties as noted.

- a. Finney Docket No. 111, 654-U dated May 27, 1977
- b. Gove Docket No. 111, 998-U dated July 15, 1977
- c. Hodgeman Docket No. 113, 724-U dated February 3, 1978
- d. Lane Docket No. 111, 822-U dated June 16, 1977
- e. Logan Docket No. 112, 332-U dated August 22, 1977
- f. Ness Docket No. 112, 262-U dated August 2, 1977
- g. Rush Docket No. 113, 418-U dated December 23, 1977
- h. Scott Docket No. 111, 520-U dated May 13, 1977

SECTION II

RATES AND CHARGES

Section II. Rates and Charges

A. APPLICATION OF RATES.

1. Rates will be assigned equitably and based upon many factors including nature and permanency of the load, majority energy usage applicable, etc.
2. Rates are subject to inspection and re-assignment at any time for good cause.
3. A single rate will be charged through a single meter. Therefore, all energy usage metered in a single device will be metered at the majority usage and under the majority usage rate.
4. The delivery point shall be the metering point of the Cooperative.
5. Any required services or utility construction (poles, conductor, etc.) will be according to the Cooperatives Tariff to include Rules and Regulations and Line Extension Policies.

B. RESIDENTIAL SERVICE – RS-22; Billing Codes: 010-012, 015, 016, 020, and 023

1. AVAILABILITY. Cooperative Service Area
2. APPLICABILITY. This rate is applicable to all permanent, full-time residential consumers of the Cooperative, subject to Cooperative's Rules and Regulations. Service under this schedule is limited to individual motors up to ten (10) horsepower unless motors are of a type approved by the Cooperative.
3. TYPE OF SERVICE. Single or three-phase, 60 Hz service, alternating current at the Cooperative's standard secondary distribution voltages for each residential service.
4. RATE.
 - a. Customer Charge: \$ 28.00 per month
 - b. Energy Charge: \$ 0.102970 per kWh
5. MINIMUM MONTHLY CHARGE. Each Member shall be obligated to pay the following charges each billing period for all rates charged under Residential Service:
 - a. The Customer and Energy Charges per billing period; and
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
6. TERMS AND CONDITIONS. Service is provided in accordance with the rules and regulations of the Cooperative as they currently exist or may be amended from time to time. Additional terms may apply to specific rate or billing options offered in this section.

7. HEAT PUMP RIDER – HP-22

Billing Code 016

- a. AVAILABILITY. Residential members with permanently installed electric heat pumps may qualify for the Residential Heat Pump Rider.
- b. APPLICABILITY. This rate is applicable to all residential members of the Cooperative, subject to the Cooperative's Rules and Regulations, where the Member permanently installs and uses

an electric heat pump as the major source of heating and cooling of the residence. The Member must inform the Cooperative in writing of the equipment installation and receive approval by the Cooperative for the installation. The Cooperative may require a visual inspection of the installation prior to its approval. In addition, the Member agrees to allow and pay for the installation of a separate meter to measure energy use applicable to heat pump equipment to which a credit will be applied as specified below.

- c. RATE: In addition to the rates charged under the consumer's primary rate schedule, the following charges and credit will be applied:

i	Heat Pump Sub-meter Charge	\$	2.00 per month
ii	Heat Pump Credit	\$	0.03 per sub-metered kWh

8. RESIDENTIAL PRE-PAID SERVICE – RPP-22 **Billing Code 023**

- a. AVAILABILITY. Cooperative Service Area
- b. APPLICABILITY. This rate is applicable to all standard, residential consumers of the Cooperative, subject to Cooperative's Rules and Regulations.
- c. TERMS AND CONDITIONS OF SERVICE. Consumers taking service under this schedule shall enter and abide by the Supplemental Prepaid Service Agreement.
- d. RATE
- | | | | |
|----|------------------|----|------------------|
| i | Customer Charge: | \$ | 0.08 per day |
| ii | Energy Charge: | \$ | 0.102970 per kWh |

9. RESIDENTIAL SERVICE – SEASONAL **Billing Code: 20**

- a. AVAILABILITY. Cooperative Service Area
- b. APPLICABILITY. This rate is applicable to all permanent, full-time residential consumers of the Cooperative, subject to Cooperative's Rules and Regulations. Service under this schedule is limited to individual motors up to ten (10) horsepower unless motors are of a type approved by the Cooperative.
- c. RATE
- | | | | |
|----|------------------|----|------------------|
| i | Customer Charge: | \$ | 28.00 per month |
| ii | Energy Charge: | \$ | 0.102970 per kWh |

C. GENERAL SERVICE SMALL – GSS-22

Billing Codes: 040-042, 045, 047, and 049

1. AVAILABILITY. Cooperative Service Area
2. APPLICABILITY. This rate is applicable to all farm, commercial, and municipal water pumping consumers of the Cooperative up to twenty-five (25) kw, subject to Cooperative's Rules and Regulations.
3. TYPE OF SERVICE. Single or three-phase, 60 Hz service, alternating current at the Cooperative's standard secondary available voltages.
4. RATE.
 - a. Customer Charge: \$ 28.00 per month
 - b. Energy Charge: \$ 0.107670 per kWh
5. MINIMUM MONTHLY CHARGE. Each Member shall be obligated to pay the following charges each billing period:
 - a. The Customer and Energy Charges per billing period; and
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
6. TERMS AND CONDITIONS OF SERVICE
 - a. Service is provided in accordance with the rules and regulations of the Cooperative as they currently exist or may be amended from time to time.
 - b. Service under this schedule is limited to individual motors up to ten (10) horsepower unless motors are of a type approved by the Cooperative.
 - c. Motors having a rated capacity on excess of ten (10) horsepower must be three-phase.
 - d. Service under this schedule is limited to loads of 25kW or less. If the demand exceeds 25kW for two (2) consecutive months, the applicable schedule may be applied for a period of not less than one (1) year unless the Member's load changes, thereby requiring reclassification to another rate schedule.

D. GENERAL SERVICE LARGE – GSL-22

Billing Code: 050-053, 055-057, and 059

1. AVAILABILITY. Cooperative Service Area
2. APPLICABILITY. This rate is applicable to all commercial consumers of the Cooperative with a demand of twenty-five (25) kW up to nine-hundred, ninety-nine (999) kW, subject to Cooperative's Rules and Regulations.
3. TYPE OF SERVICE. Three-phase, 60 Hz service, alternating current at the Cooperative's standard primary or secondary available voltages.
4. RATE.
 - a. Customer Charge \$ 65.00 per month
 - b. Energy Charge \$ 0.073090 per kWh
 - c. Demand Charge \$ 13.00 per kW of billing demand
5. DETERMINATION OF BILLING DEMAND. The billing demand shall be the maximum kilowatt demand established by the Consumer for any fifteen (15) consecutive minute period during the

period for which the bill is rendered, as indicated, or recorded by a demand meter and adjusted for power factor. The billing demand shall not be less than seventy percent (70%) of the highest demand indicated for the preceding months of June, July, August, and September.

6. **POWER FACTOR.** Members receiving service at 500 kW of demand or greater in any billing period agree to maintain unity power factor as nearly as practicable. The horsepower for billing purposes may be adjusted to correct for average power factors of less than eighty percent (80%). Such adjustments will be made by increasing the horsepower one percent (1%) for each one percent (1%) by which the average power factor is less than eighty percent (80%) lagging.
7. **MINIMUM MONTHLY BILL.** The minimum monthly bill shall be the highest of:
 - a. The demand charge but not less than three-hundred and twenty-five dollars (\$325.00).
 - b. A transformer capacity fee of one dollar (\$1.25) per kVa of actual, required transformer capacity.
 - c. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - d. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
8. **PRIMARY METERING.** When service is furnished at primary voltage, a discount of two percent (2.0%) shall apply to the monthly demand and energy charges as set forth in this schedule. However, this discount does not supersede the Minimum Monthly Bill as stated herein.
9. **TERMS AND CONDITIONS.** Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

E. LARGE INDUSTRIAL – LI-22

Billing Codes: 085 and 086

1. **AVAILABILITY.** Cooperative Service Area
2. **APPLICABILITY.** This rate is applicable to all industrial consumers with a demand of one thousand (1,000) kW and greater, subject to Cooperative's Rules and Regulations.
3. **TYPE OF SERVICE.** Three-phase, 60 Hz service, alternating current at available primary or secondary voltages.
4. **RATE.**
 - a. Customer Charge: \$ 100.00 per month
 - b. Demand Charge: \$ 12.80 per kW of billing demand
 - c. Energy Charge:
 - i First 250 kWh/kW \$ 0.069200 per kWh
 - ii Next 250 kWh/kW \$ 0.056700 per kWh
 - iii Over 500 kWh/kW \$ 0.044200 per kWh
5. **DETERMINATION OF BILLING DEMAND.** The billing demand shall be the maximum kilowatt demand established by the Consumer for any fifteen (15) consecutive minute period during the period for which the bill is rendered, as indicated, or recorded by a demand meter and adjusted for power factor. The billing demand shall not be less than seventy percent (70%) of the highest demand indicated for the preceding months of June, July, August, and September.
6. **POWER FACTOR ADJUSTMENT.** The Member agrees to maintain unity power factor as nearly as practicable. Demand may be adjusted to correct for average power factors of less than eighty percent (80%) if the cooperative deems it necessary. The Demand for billing purposes shall be the measured demand increased by one percent (1.0%) for each one percent (1.0%) by which

the average power factor is less than eighty percent (80.0%) lagging.

7. **MINIMUM MONTHLY BILL.** The minimum monthly bill shall be the highest of:
 - a. The demand charge but not less than twelve-thousand eight-hundred dollars (\$12,800.00); or
 - b. A transformer capacity fee of one dollar (\$1.25) per kVa of actual, required transformer capacity.
 - c. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - d. Any applicable taxes, franchise, regulatory assessment, or service fees.
8. **PRIMARY METERING ADJUSTMENT.** When service is furnished at primary voltage, a discount of two percent (2.0%) shall apply to the monthly demand and energy charges as set forth in this schedule. However, this discount does not supersede the Minimum Monthly Bill as stated herein.
9. **TERMS AND CONDITIONS.** Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

F. IRRIGATION SERVICE – IS-22

Billing Code: 030

1. **AVAILABILITY.** Cooperative Service Area
2. **APPLICABILITY.** This rate is applicable to all Members of the Cooperative for sprinkler irrigation service, pump irrigation service and reuse pumps, subject to the Cooperative's established Rules and Regulations.
3. **TYPE OF SERVICE.** Single-phase or three-phase, 60 cycles, alternating current at available secondary voltages. Single phase service may be furnished at the discretion of the cooperative where three phase-service is not available. Not more than one (1) irrigation connection shall be made on any single-phase extension.
4. **RATE.**
 - a. Annual Horsepower: \$ 40.00 per hp per year
 - b. Energy Charge: \$ 0.099830 per kWh
5. **MINIMUM MONTHLY BILL.** The minimum annual charge under the above rate shall be the higher of the following:
 - a. Horsepower Charge. Forty dollars (\$40.00) per horsepower except that, for motors of less than ten (10) horsepower, it shall be four-hundred dollars (\$400.00). No energy shall be allowed for the horsepower charge.
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
6. **DETERMINATION OF HORSEPOWER.** The horsepower for billing purposes shall be determined, as necessary, by a demand meter or other test each irrigation season and shall be the horsepower input to the motor. However, the billing horsepower shall not be less than any billing horsepower established during the preceding eleven (11) months.

If the member changes or modifies their irrigation system in such a manner as to permanently reduce the metered billing horsepower by ten (10) percent or greater, an adjustment to the billing horsepower will be made to reflect the modified billing horsepower. If the changes or modifications occur prior to July 1, the billing horsepower adjustment will be made in that year. Changes or modifications made after July 1 will result in no change to billing horsepower, however, adjustment will be made to billing horsepower in the following year.

If actual installed or metered horsepower is less than 10 horsepower, the horsepower used for billing purposes shall be ten (10) horsepower.

7. **POWER FACTOR.** Consumer agrees to maintain unity power factor as nearly as practicable. The horsepower for billing purposes may be adjusted to correct for average power factors of less than eighty percent (80%). Such adjustments will be made by increasing the horsepower one percent (1%) for each one percent (1%) by which the average power factor is less than eighty percent (80%) lagging.
8. **TERMS AND CONDITIONS.** The annual minimum charge will be billed in March of each year. In cases where connections have not been made by that date, the minimum will be due upon connection. Monthly energy charges shall be billed each month during the irrigation season. Terms of monthly payment shall not exceed six (6) months and will otherwise be in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

G. NON-DOMESTIC SERVICE – ND-22

Billing Code: 018

1. **AVAILABILITY.** Cooperative Service Area
2. **APPLICABILITY.** This rate is applicable to non-domestic farm buildings, water pumps and wells, fence chargers or other services not covered in other specific rate schedules. A separate meter is required for service under this schedule. Connected transformer capacity, either dedicated or consumer's requirement of a shared transformer shall not exceed ten (10) kVA.
3. **TYPE OF SERVICE.** Single or three-phase, 60 Hz service, alternating current at available secondary voltages.
4. **RATE.**
 - a. Customer Charge: \$ 22.00 per month
 - b. Energy Charge: \$ 0.105630 per kWh
5. **MONTHLY MINIMUM BILL**
 - a. The Customer and Energy Charges per billing period; and
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
6. **TERMS AND CONDITIONS.** Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

Additionally, for non-domestic connects of a temporary nature, temporary service will be supplied in accordance with this rate except that member shall pay in addition to the established rate the average system cost for the previous twelve months of connecting and disconnecting service, less the value of materials returned to stock.

H. FAIRGROUND AND ATHLETIC FIELD LIGHTING – AF-22

Billing Code: 021

1. **AVAILABILITY.** Cooperative Service Area

2. **APPLICABILITY.** This schedule is applicable to publicly owned, tax-supported consumers for the lighting of fairgrounds and outdoor athletic fields, shelter houses, traffic lights and so forth, but not including street lighting, subject to the Cooperative's Rules and Regulations.
3. **TYPE OF SERVICE.** Single or three-phase, 60 Hz service, alternating current at standard Cooperative voltages.
4. **RATE.**
 - a. Customer Charge: \$ 17.50 per month
 - b. Energy Charge: \$ 0.12450 per kWh
5. **MINIMUM MONTHLY BILL**
 - a. The Customer and Energy Charges per billing period; and
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
6. **TERMS AND CONDITIONS**
 - a. Cooperative will furnish only the equipment up to and including the necessary transformers and metering equipment.
 - b. Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

I. VILLAGE STREET LIGHTING – VSL-22

Billing Code: 060

1. **AVAILABILITY.** Cooperative Service Area
2. **APPLICABILITY.** This schedule is applicable for village / municipal street lighting service.
3. **TYPE OF SERVICE.** Single-phase, 60 Hz service, alternating current at standard Cooperative voltages, lighting fixtures, and bulbs.
4. **RATE.** The consumer shall pay Cooperative each month for public street lighting service at the following monthly rate:

For 175-Watt Light: \$9.46 per lamp, per month.
5. **MINIMUM MONTHLY BILL.**
 - a. The Rate per billing period; and
 - b. Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, or service fees.
6. **TERMS AND CONDITIONS.**
 - a. The Cooperative will install, own, operative and maintain the complete lighting installation.
 - b. Lighting will be provided nightly from dusk to dawn controlled by a photo-electric relay.
 - c. It is the responsibility of the member to notify the Cooperative if the lights need maintenance.
 - d. Wooden poles will be standard construction for all street lighting.
 - e. Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

J. SERVICE TO CITY OF DIGHTON – WH-D-22

Billing Code: 070

1. AVAILABILITY. Available to the City of Dighton, Kansas.
2. APPLICABILITY. Applicable to resale usage, subject to the established rules and regulations of Cooperative.
3. TYPE OF SERVICE. Three-phase, 60 cycles, approximately 2,300 volts, primary service.
4. RATE.
 - a. Customer Charge: \$150.00 per month
 - b. Demand Charge: \$2.80 per kw of billing demand per month.
Plus: Total wholesale demand charges (from wholesale power supplier)
 - c. Energy Charge: \$0.003264 per kWh
Plus: Total wholesale energy charges (from wholesale power supplier)
 - d. Demand and Energy Adj.: Any applicable adjustments.
 - e. Assessments: Any applicable assessments.
5. MINIMUM MONTHLY CHARGE. The minimum monthly charge shall be \$1,500.
6. DETERMINATION OF BILLING DEMAND. The billing demand shall be the thirty (30) minute demand coincident with the wholesale power provider's highest system demand during the month, as indicated or recorded by a demand meter(s) at the point of delivery to the member.
7. POWER FACTOR ADJUSTMENT. Consumer agrees to maintain unity power factor as nearly as practicable. Demand may be adjusted to correct for average power factors of less than eighty percent (80%) if the cooperative deems it necessary. The Demand for billing purposes shall be the measured demand increased by one percent (1.0%) for each one percent (1.0%) by which the average power factor is less than eighty percent (80.0%) lagging.
8. TERMS AND CONDITIONS. Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

K. IDLE SERVICE – ID-22

Billing Code: 090

1. AVAILABILITY. Cooperative Service Area
2. APPLICABILITY. This rate is applicable to all disconnected and de-energized services subject to Cooperative Rules and Regulations.
3. RATE. The Customer charge shall be \$ 31.50 per month.
4. MONTHLY MINIMUM BILL.
 - a. The Rate per billing period; and
 - b. Any applicable billing adjustments or payment plans; and
 - c. Any applicable taxes, franchise, regulatory assessment, service fees, etc.
5. TERMS AND CONDITIONS.
 - a. Individual line extensions to a given location may be removed by the Cooperative if the Idle Service is discontinued for any reason including non-payment of the monthly

- minimum bill.
- b. The cooperative shall have the right to remove the transformer and other special equipment. Transformers and equipment so removed shall be replaced without charge when the applicant or owner requests service resumed provided, however, the idle service charges have been paid.
- c. Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.

L. PRIVATE AREA LIGHTING SERVICES – PSL-22 - FROZEN

Each service type will terminate at such time as there are no longer active members receiving service for that service type or when terminated as provided herein.

1. SECURITY (DECORATIVE) LIGHTING SERVICE

- a. AVAILABILITY – No additional lamps will be installed under this schedule after the effective date of February 7, 2022.
- b. RATE. Monthly Rate - Unmetered Security (Decorative) Lighting Facilities Table

Security (Decorative) Lighting Service			INVESTMENT OPTIONS*				
			A	B	C	D	E
Style/Lamp	Lumens	Monthly kWh	Cust-0% Coop.-100%	Cust-25% Coop.-75%	Cust-50% Coop.-50%	Cust-75% Coop.-25%	Cust-100% Coop.-0%
SINGLE GLOBE 100W HPS	7,920	40		15.19		9.25	
MULT GLOBE 100W HPS (5)	39,600	200		9.07			

- c. MINIMUM MONTHLY BILL.
 - i The Monthly Rate per billing period; and
 - ii Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - iii Any applicable taxes, franchise, regulatory assessment, service fees, etc.
- d. TERMS AND CONDITIONS
 - i Lamps shall be controlled by a photo-electric controller providing dusk to dawn service.
 - ii Maintenance of Cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the customer of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given the Cooperative to enter the customer's premises at all reasonable times for the purpose of inspecting and maintaining its equipment.
 - iii The customer is responsible for all damages to, or loss of, the Cooperative property located on their property unless occasioned by Cooperative negligence or by any cause beyond control of the customer.
 - iv It shall be the customer's responsibility to notify the Cooperative when the lighting system is not working on the customer's premises.
 - v The Cooperative will own, maintain, and operate all controlled area lighting equipment and service facilities.
 - vi The Cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the Cooperative is notified of a maintenance requirement. The Cooperative assumes no responsibility for patrolling

such equipment to determine when maintenance is needed, However, it is the customer's responsibility to detect and report failures and malfunctions to the Cooperative and. when such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the Cooperative in identifying the responsible party.

- vii Relocation of Fixtures: The Cooperative will relocate a Cooperative-owned Street lighting pole or standard at the customer's expense if located on private R.W., if on Public R.W., the law of the State of Kansas will govern.
 - viii Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.
- e. TERMINATING NOTICE. All service under this rate shall require a written notice ninety (90) or more days prior to termination by either party.

2. CONTROLLED PRIVATE AREA LIGHTING

- a. AVAILABILITY. No additional lamps will be installed under this schedule after the effective date of September 26, 1994.
- b. RATE. The monthly rate shall be:

Nominal Watt Rating		Monthly kWh		monthly rate/unit
<i>Mercury Vapor</i>	<i>HP Sodium</i>	<i>Mercury Vapor</i>	<i>HP Sodium</i>	
175	100	63	40	\$ 7.01
400	200	151	80	\$ 12.17
400 (Flood)	150	151	60	\$ 13.88
1000 (Flood)	400	355	160	\$ 23.25

- c. MINIMUM MONTHLY BILL.
 - i The Monthly Rate per billing period; and
 - ii Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - iii Any applicable taxes, franchise, regulatory assessment, service fees, etc.
- d. TERMS AND CONDITIONS.
 - i Lamps shall be controlled by a photo-electric controller providing dusk to dawn service.
 - ii Maintenance of Cooperative-owned lamp equipment and lamp renewals are performed during normal working hours within a reasonable period following notification by the customer of the need for such service. Glassware is cleaned only at the time of such maintenance. Permission is given the Company to enter the customer's premises at all reasonable times for the purpose of Inspecting and maintaining its equipment.
 - iii The customer is responsible for all damages to, or loss of, Cooperative property located on their property unless occasioned by Company negligence or by any cause beyond control of the customer.
 - iv It shall be the customer's responsibility to notify the Cooperative when the lighting system is not working on the customer's premises.
 - v The Cooperative will own, maintain, and operate all controlled area lighting equipment and service facilities.
 - vi The Cooperative will attempt, circumstances permitting, to service and maintain the equipment within a reasonable length of time from the time the Cooperative is notified of a maintenance requirement. The Cooperative assumes no responsibility for patrolling such equipment to determine when maintenance is needed, However, it is the customer's responsibility to detect and report failures and malfunctions to the Cooperative and. when

- such failures are due to vandalism, mischief or a violation of traffic laws or other ordinances, to assist the Cooperative in identifying the responsible party.
- vii Relocation of Fixtures: The Cooperative will relocate a Cooperative-owned Street lighting pole or standard at the customer's expense if located on private right of way. If on Public right of way, the law of the State of Kansas will govern.
- viii Service is provided in accordance with the Rules and Regulations of the Cooperative as they currently exist or may be amended from time to time.
- e. TERM OF CONTRACT. An Initial term of three (3) years and for repeating period of one (1) year thereafter until terminated by ninety (90) or more days prior written notice given by either part to the other.

3. STREET LIGHTING SERVICE DUSK TO DAWN

- a. AVAILABILITY. No additional Incandescent lamps will be Installed under this rate after the effective date of January 3, 1980.
- b. RATE. The monthly rate shall be:

Incandescent	kWh	Rate
100 Watt	40	\$ 2.91

- c. MINIMUM MONTHLY BILL.
- The Monthly Rate per billing period; and
 - Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - Any applicable taxes, franchise, regulatory assessment, service fees, etc.

4. VAPOR STREET LIGHTING / ORNAMENTAL SYSTEM

- a. AVAILABILITY. No additional lamps will be Installed under this schedule after the effective date of September 26, 1994.
- b. RATE. The monthly rate shall be:

Nominal Watt Rating		Monthly kWh		monthly rate/unit
Mercury Vapor	HP Sodium	Mercury Vapor	HP Sodium	
175	100	63	40	\$ 7.97
400	200	151	80	\$ 10.59

- c. MINIMUM MONTHLY BILL.
- The Monthly Rate per billing period; and
 - Any applicable billing adjustments (such as ECA, etc.) or payment plans; and
 - Any applicable taxes, franchise, regulatory assessment, service fees, etc.
- d. TERMS AND CONDITIONS.
- Lamps will normally be controlled by a photocell operating lamp from dusk to dawn (approximately 4,000 hours per year).
 - Lamps shall be enclosed in fixtures designated by the Cooperative and supported upon wood poles with up to six (6) foot mast arms. Mounting heights will be at levels

- recommended by unit manufacturer for proper light distribution.
- iii Service under this schedule is for lighting trafficways where the distance between units does not exceed one hundred seventy-five (175) feet and residential areas where spacing does not exceed three hundred (300) feet.
 - iv Underground conductor for street lighting system shall be used only where required by the governing body and according to current line extension policies.

M. ADJUSTMENTS

1. ENERGY COST ADJUSTMENT – ECA-22

Each KWH of energy sold by the Cooperative under Rate Schedules wherein reference to PCRf is made shall be increased or decreased per KWH an amount computed as follows:

$$PCRf = \frac{C - (B \times S) + E}{S}$$

Where:

PCRf = Power Cost Recovery Factor expressed in \$0.00000 per kilowatt hour.

- C = The total power cost from all suppliers for the most recent month, excluding the power cost directly billed to member at their points of delivery.
- E = The difference between actual and recovered cost in prior periods.
- S = The total estimated kilowatt hours sold for the billing period.
- B = The base wholesale power amount of \$0.06975.

2. PROPERTY TAX ADJUSTMENT- PTA-22

- a. APPLICABILITY. This adjustment is applicable to all current and future retail rate schedules of the Cooperative as they currently exist or may be amended.
- b. METHOD OF BILLING. There shall be an adjustment upon the total billings for the sale of electricity. This adjustment shall be reflected on the monthly bill for retail electric service as a line item designated as "Property Tax Adjustment".
- c. FREQUENCY OF COMPUTATION. This adjustment shall be computed at least once each year with the new adjustment applicable to billings for usage on and after January 1 of each year.
- d. COMPUTATION OF ADJUSTMENT. This adjustment shall be calculated by the following formula:

$$PTA = \frac{Tc - Tb + S}{R}$$

where:

Tc = Annual property tax expense for the most recent twelve-month period ending December 31.

Tb = Annual property tax expense established during the base period.

S = Settlement amount as calculated in the "Settlement Provision".

R = Total revenues received from the sale of electricity for the most recent twelve-month period ending December 31.

- e. **SETTLEMENT PROVISION.** After the effective date of this clause, the Cooperative shall maintain a continuing monthly comparison of the actual increased (decreased) property tax expense as shown on the books and records of the Cooperative and the increased (decreased) property tax expense recovered from the consumer. For each twelve-month billing period ending at the close of December, the cumulative difference for the monthly comparisons for the twelve-month billing period under consideration shall be included in the computation of adjustment for the next year.
- f. **Billing Other than Monthly:** For those members billed less frequently than monthly, the adjustment will be the average adjustment for the period for which these members are being billed.

N. NET METERING RIDER – NMR-22

Billing Codes: 100 and 101

1. DEFINITIONS

- a. **MEMBER-GENERATOR.** The owner or operator of a qualified electric energy generation unit which:
 - i. Is powered by a Renewable Energy Resource as defined by Kansas state statutes (see definition below).
 - ii. Is located on a premise owned, operated, leased, or otherwise controlled by the Member-generator.
 - iii. Is interconnected and operated in parallel phase and synchronization with the Cooperative and is in compliance with cooperative standards.
 - iv. Is intended primarily to offset part or all the Member-generator's own electrical energy requirements.
 - v. Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and
 - vi. Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines if service to the Member-generator is interrupted.
- b. **GENERATING CAPACITY.** The nameplate maximum output of the renewable energy generation source.
- c. **NET CONSUMPTION.** The kWh supplied by the Cooperative to the Member-generator minus kWh supplied by the Member-generator and returned to the Cooperative's grid during the billing period.
- d. **NET METERING.** A dual or bi-directional metering process using equipment sufficient to measure the difference between the electrical energy supplied to a member-generator by a retail electric supplier and the electrical energy supplied by the Member-generator to the retail electric supplier over an applicable billing period.
- e. **PEAK LOAD.** The one-hour maximum annual demand imposed by the Cooperatives retail load.
- f. **RENEWABLE ENERGY RESOURCES.** Electrical energy produced from an energy resource or technologies defined as renewable in K.S.A. 66-1257, and amendments thereto.

2. **LIMITED AVAILABILITY.** Net metering service is available under this rider at points on the Cooperative's existing electric distribution system, located within its service area, for Members operating a renewable energy resource. The net metering service is available to Member-generators on a first-come, first-served basis until the total rated generating capacity of all net metered systems equals or exceeds one percent (1%) of the Cooperative's peak load for the previous calendar year. Upon reaching this limit, no further net metering service shall be available for that calendar year. This rider shall not be available for any electric service schedule allowing for resale. A Member-generator shall have the alternative option of interconnecting renewable generation under the parallel generation provisions of the Cooperative's rules and regulations. However, renewable Member-generators may not change between the net metering and parallel generation rider without the prior approval of the Cooperative, and such elections shall not be for periods less than one-year.
3. **APPLICABILITY.** This net-metering rider is applicable to Member-generators with a Cooperative-approved interconnection agreement. Each meter connected under this Net Metering Rider defines a member-generator. A generator owned or operated by a member-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the Member-generator controls the Renewable Energy Resources and meets the requirements and accepts all the obligations of this Net Metering Rider, the Member generator is not required to own the generating facilities.
 - a. For member-generators that began operating a renewable energy resource under an interconnection agreement prior to July 1, 2014:
 - i. Residential member-generators to generate electricity subject to net metering up to 25 kilowatts; and
 - ii. Commercial, industrial, school, local government, state government, federal government, agricultural and institutional member-generators to generate electricity subject to net metering up to 200 kilowatts.
 - b. For member-generators that begin operating a renewable energy resource under an interconnect agreement with the utility after July 1, 2014:
 - i. All residential member-generators to generate electricity subject to net metering up to 15 kilowatts;
 - ii. Commercial, industrial, religious institution, local government, state government, federal government, agricultural and industrial member-generators to generate electricity subject to net metering up to 100 kilowatts, unless otherwise agreed to by the utility and the member-generator; and
 - iii. School member-generators to generate electricity subject to net metering up to 150 kilowatts. For the purpose of this section, "school" means any postsecondary educational institution as defined in K.S.A. 74-3201b, and amendments thereto, or any public or private school which provides instruction for students enrolled in grade kindergarten or grades one through 12.
4. **CHARACTER OF SERVICE.** Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established primary or secondary distribution system immediately adjacent to the service location.
5. **BILLING AND PAYMENT.** The Cooperative shall render a bill for net consumption at approximately 30-day intervals during the Cooperative's normal billing interval. Any net consumption shall be valued as follows:
 - a. To the extent the net consumption is positive (i.e., Member-generator took more kWh from the Cooperative during the billing period than Member-generator produced), the eligible Member-generator will be billed in accordance with the Cooperative's standard rate for Energy Charges and Energy Cost Adjustments (for the net consumption), and for any Member Charges,

Demand Charges, and/or any Minimum Charges that would otherwise be applicable to the Member under the standard rate.

- b. To the extent the net consumption is negative (i.e., Member-generator produced more kWh during the billing period than the Cooperative supplied), the Member-generator will pay applicable Member Charges, Demand Charges, or both, depending upon the Cooperative's standard rate applicable to the Member; and the excess electric energy shall be retained by the Cooperative as a contribution to fixed costs associated with owning and maintaining the facilities required to provide electric service when the Member-generator cannot meet its own supply needs.
- c. To the extent the net consumption is zero (i.e., the Member-generator produced the same kWh during the billing period as was supplied by the Cooperative), the Member generator will be billed in accordance with the Cooperative's otherwise applicable standard rate for the eligible Member-generator, including any applicable Member Charges, Demand Charges and/or Minimum Charges.

6. TERMS AND CONDITIONS:

- a. The Cooperative will supply, own, and maintain at its expense all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring Member generation and load, the Cooperative may install at its expense, load research metering. The Member shall supply, at no expense to the Cooperative, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be always accessible to utility personnel. The Member-generator shall reimburse the Cooperative for the cost of any additional distribution facilities necessary to accommodate the Member-generators facility.
- b. The Member shall furnish, install, operate, and maintain in good order and repair without cost to the Cooperative such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as shall be designated by the Cooperative as being required as suitable for the operation of the generator in parallel with the Cooperative's system.
- c. The Member shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by Cooperative personnel to isolate the Cooperative's facilities in the event of an electrical outage on the Cooperative's transmission and distribution facilities serving the Member. This isolating device shall also serve as a means of isolation for the Member's equipment during any Member maintenance activities, routine outages, or emergencies. The Cooperative shall give notice to the Member before a manual switch is locked or an isolating device used, if possible; and otherwise, shall give notice as soon as practicable after locking or isolating the Member's facilities.
- d. The Member may be required to reimburse the Cooperative for any equipment, facilities, protective equipment, or upgrades required solely because of the installation by the Member of generation in parallel with the Cooperative's system.
- e. The Member shall notify the Cooperative prior to the initial energizing and start-up testing of the Member-owned generator, and the Cooperative shall have the right to have a representative present at said test.
- f. If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the Member's system, such problem(s) shall be corrected at the Member's expense.

- g. No Member's generating system shall damage the Cooperative's system or equipment or present an undue hazard to Cooperative personnel. The Cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metered facility or for the acts or omissions of a Member-generator that cause loss or injury, including death, to any third party. The Member-generator agrees to hold the Cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the members electrical generation facility and to indemnify the Cooperative against all liability and expense related thereto.
- h. Prior to installing and interconnecting a Renewable Energy Resource the Member shall enter a standard interconnection contract with the Cooperative setting forth the conditions related to technical and safety aspects of parallel generation.
- i. Service under this Net Metering Rider is subject to the Cooperative's Rules and Regulations as adopted by the Board of Trustees and any subsequently approved modifications that may be adopted by said Board during the term of service.
- j. Applications by a Member-generator for interconnection of the qualified generation unit to the distribution system shall be accompanied by the plan for the Member-generator's electrical generating system, including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the Cooperative within ninety (90) days after receipt for all other systems. Prior to the interconnection of the qualified generation unit to the supplier's system, the Member-generator shall furnish the Cooperative a certification from a qualified professional electrician or engineer that the installation meets the requirements above. If the application for interconnection is approved by the Cooperative and the Member-generator does not complete the interconnection within one year after receipt of notice of the approval, the approval shall expire, and the Member-generator shall be responsible for filing a new application. Upon the change in ownership of a qualified Renewable Energy Resource, the new Member-generator shall be responsible for filing a new application under this section.
- k. Ownership of all renewable energy credits, greenhouse gas emission credits and any other renewable energy attributes related to any electricity produced by the eligible renewable energy resource shall be retained by the Member-generator.

O. PARALLEL GENERATION RIDER-RENEWABLE GENERATION RIDER- PGR-22

1. DEFINITIONS

- a. Governing Statute. KSA 66-1,184
- b. Member-generator: The owner or operator of a qualified electric energy generation unit which:
 - i Is powered by a Renewable Energy Resource.
 - ii Is interconnected and operated in parallel phase and synchronization with the Cooperative for the purpose of feeding excess electrical power which is generated by the members energy-producing system into the utility's system.
 - iii Has entered a Parallel generation contract with the Cooperative.
 - iv Has an electrical generating capacity of not more than twenty-five (25) kilowatts for residential members or two hundred (200) kilowatts for commercial members.
 - v Is located on a premise owned, operated, leased, or otherwise controlled by the Member-generator.
 - vi Is appropriately sized to primarily offset part or all the member-generator's anticipated electrical load requirements.
 - vii Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and

- c. **GENERATING CAPACITY.** The nameplate maximum output of the renewable energy generation source.
 - d. **RENEWABLE ENERGY RESOURCES.** Electrical energy produced means wind, solar, photovoltaic, biomass, hydropower, geothermal, waste incineration and landfill gas resources or technologies located in Kansas as defined in KSA 17-4652.
 - e. **SYSTEM MONTHLY AVERAGE COST.** The average cost of wholesale power from the previous calendar year less special purchase contracts. This will be calculated annually from the Cooperatives' audited financial statements. PDR-22 payment will be 150% of the system average cost..
- 2. **APPLICABILITY.** This schedule is applicable to all residential members who own and operate a renewable energy generator with a generating capacity of 25 kilowatts or less or to all commercial members who own and operate a renewable energy generator with a generating capacity of 200 kilowatts or less. Service under this section shall be subject to the utility's rules and regulations.
 - 3. **AVAILABILITY.** the Cooperative may limit the number and size of renewable generators to be connected to the utility's system due to the capacity of the distribution line to which such renewable generator would be connected, and in no case shall the Cooperative be obligated to purchase a total combined amount greater than four percent (4%) of such utility's (Coincidental) peak power requirements.
 - 4. **CHARACTER OF SERVICE.** Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established primary or secondary distribution system immediately adjacent to the service location.
 - 5. **BILLING AND PAYMENT.** The Cooperative shall render a bill for consumption at approximately 30-day intervals during the Cooperative's normal billing interval.
 - a. Billing by the Cooperative to the Member shall be in accordance with the applicable rate schedule. For electrical energy delivered by the Member to the Cooperative from the Renewable Energy Resource, the Cooperative shall pay one-hundred and fifty percent (150%) of the system monthly average cost. Any such amount shall be paid at least annually or when such amount is \$25 or more.
 - b. Renewable Member-generators may not change between the net metering and parallel generation riders without the prior approval of the Cooperative and such elections shall not be for periods of less than one-year.
 - 6. **INTERCONNECTION COSTS.** As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional expenses caused by the Member's generation facility to include costs of engineering, connection, switching, metering, transmission, distribution, safety provisions and administrative expenses related to the installation and maintenance of the physical facilities necessary to permit interconnected operations.
 - 7. **TERMS AND CONDITIONS**
 - a. No such apparatus or device shall be attached or energized that could either cause damage to the cooperative's system or equipment or present an undue hazard to utility personnel.
 - b. Within twenty (20) business days of written notification and application of the member's intent to construct and install parallel generation, the utility shall provide the member a written estimate of all costs that will be incurred by the utility and billed to the member to accommodate

the interconnection. The member may be required to reimburse the utility for any engineering or operation studies, equipment, facilities, protective equipment, or upgrades required solely because of the installation by the member of generation in parallel with the utility's service.

- c. The Cooperative will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring member generation and load, the utility may install at its expense, load research metering. The member shall supply, at no expense to the utility, a suitable location for meters, easement and access, and associated equipment used for billing and for load research.
- d. The member shall furnish, install, operate, and maintain in good order and repair and without cost to the utility, such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the utility as being required as suitable for the operation of the generator in parallel with the utility's system.
- e. The Member shall install and maintain a visible, manual disconnect switch. This manual switch must have the capability to be locked out by Cooperative personnel to isolate the Cooperative's facilities in the event of an electrical outage on the Cooperative's transmission and distribution facilities serving the Member. This isolating device shall also serve as a means of isolation for the Member's equipment during any Member maintenance activities, routine outages, or emergencies. The Cooperative shall give notice to the Member before a manual switch is locked or an isolating device used, if possible; and otherwise, shall give notice as soon as practicable after locking or isolating the Member's facilities.
- f. The utility may require a special agreement for conditions related to technical and safety aspects of parallel generation.
- g. The member shall notify the utility prior to the initial energizing and start-up testing of the member-owned generator, and the utility shall have the right to have a representative present at such test;
- h. If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the Member's system, such problem(s) shall be corrected at the Member-generator's expense.
- i. For the purposes of ensuring the safety and quality of utility system power, the cooperative shall:
 - i Have the right to require the member, at certain times and as electrical operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the member's facility of which the generating facility is a part;
 - ii Have the right to disconnect the member-generator's facilities subject to the Cooperative's Rules and Regulations as adopted by the Board of Trustees.
- j. The Cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of the facility or for the acts or omissions of a Member-generator that cause loss or injury, including death, to any third party. The Member-generator agrees to hold the Cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the parallel generation facility and to indemnify the Cooperative against all liability and expense related thereto.
- k. The meter is the property of the Cooperative. Each meter connected under this Rider defines a member-generator and is the point of ownership transition between the Cooperative and the Member-generator.

- l. A generator owned or operated by a member generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the member-generator controls the Renewable Energy Resources and meets the requirements and accepts all the obligations of this Rider, the member-generator is not required to own the generating facilities.
- m. A member who uses the operation of a renewable generator in connection with irrigation pumps shall not have more than 10 irrigation pumps connected to renewable generators be attached or connected to the utility's system.
- n. Service under this Rider is subject to the Cooperative's Tariffs, Rules, and Regulations as adopted by the Board of Trustees and any subsequently approved modifications that may be adopted by said Board during the term of service.

P. QUALIFYING FACILITIES and DISTRIBUTED GENERATION RIDER – DQF - 22

1. DEFINITIONS.

- a. Member-generator: The owner or operator of a qualified electric energy generation unit which:
 - i Is interconnected and operated in parallel phase and synchronization with the Cooperative for the purpose of feeding excess electrical power which is generated by the members energy-producing system into the utility's system.
 - ii Has entered a Parallel generation contract with the Cooperative.
 - iii Is located on a premise owned, operated, leased, or otherwise controlled by the Member-generator.
 - iv Is appropriately sized to primarily offset part or all the Member-generator's anticipated electrical load requirements.
 - v Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the Federal Energy Regulatory Commission, and any local governing authorities; and
- b. Distributed Generation. Generation facilities from resources not considered as renewable resources.
- c. Generating Capacity. The nameplate maximum output of the energy generation source.
- d. Qualifying Facility. Generation facilities meeting the definition of Qualifying Cogeneration and Small Power Production Facilities as defined under CFR Title 18, Chapter 1, Subchapter K, Part 292, or the Public Utilities Policies Act of 1978.
- e. SYSTEM MONTHLY AVERAGE COST. The average cost per kWh of wholesale power from the previous calendar year less special purchase contracts.

2. AVAILABILITY. Available in all territory served by the Cooperative in accordance with the Cooperative's service rules and regulations and all applicable federal, regional, state, ISO, and local laws and regulations. Service under this Rate rider is contingent upon execution of a written agreement for electric service between the Cooperative and the Member.

3. APPLICATION. Applicable to Distributed Generation ("DG") Facilities and Qualified Facilities ("QFs") having a design capacity smaller than 1 MW of generation connected in parallel operation to the Cooperative's electric system.

This rate rider is not applicable to temporary, shared, or resale service. This rate rider is available to service supplied at one point of delivery and may not be applicable if total Parallel Generation and DG and QF Facilities exceed 4.0% of the previous LSEC Coincidental Peak. In such case the

Cooperative will refer the member-generator to, and assist the DG or QF facility with, the Cooperatives power supplier.

4. **CHARACTER OF SERVICE.** Alternating current, 60 cycles, at the voltage and phase of the Cooperative's established primary or secondary distribution system immediately adjacent to the service location.
5. **MONTHLY CHARGE.** Each billing period the member shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Member Charge:	Determined by Rate Classification
Energy Charge:	Determined by Rate Classification
System Monthly Average Cost (Net G):	\$0.0605125 per kWh

6. **INTERCONNECTION COSTS.** As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional expenses caused by the Member's generation facility to include costs of engineering, connection, switching, metering, transmission, distribution, safety provisions and administrative expenses related to the installation and maintenance of the physical facilities necessary to permit interconnected operations.
7. **BILLING AND PAYMENT.** The Cooperative shall render a bill for consumption at approximately 30-day intervals during the Cooperative's normal billing interval.
8. **TERMS AND CONDITIONS**
 - a. No such apparatus or device shall be attached or energized that could either cause damage to the cooperative's system or equipment or present an undue hazard to utility personnel.
 - b. Within twenty (20) business days of written notification and application of the member's intent to construct and install generation, the utility shall provide the member a written estimate of all costs that will be incurred by the utility and billed to the member to accommodate the interconnection. The member may be required to reimburse the utility for any engineering or operation studies, equipment, facilities, protective equipment, or upgrades required solely because of the installation by the member of generation in parallel with the utility's service.
 - c. The Cooperative will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring member generation and load, the utility may install at its expense, load research metering. The member shall supply, at no expense to the utility, a suitable location for meters, easement and access, and associated equipment used for billing and for load research.
 - d. The member shall furnish, install, operate, and maintain in good order and repair and without cost to the utility, such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the utility as being required as suitable for the operation of the generator in parallel with the utility's system.
 - e. The member shall install and maintain a visible disconnect switch. This switch must have the capability to be locked out by Cooperative personnel to isolate the Cooperative's facilities in the event of an electrical outage on the Cooperative's transmission and distribution facilities serving the member. This isolating device shall also serve as a means of isolation for the member's equipment during any member maintenance activities, routine outages, or emergencies. The Cooperative shall give notice to the member before a switch is locked or an isolating device used, if possible; and otherwise, shall give notice as soon as practicable after locking or isolating the member's facilities.

- f. The utility may require a special agreement for conditions related to technical and safety aspects of parallel generation.
 - g. The member shall notify the utility prior to the initial energizing and start-up testing of the member-owned generator, and the utility shall have the right to have a representative present at such test;
 - h. If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the member's system, such problem(s) shall be corrected at the member-generator's expense and may be added to the member-generators monthly utility billing.
 - i. For the purposes of ensuring the safety and quality of utility system power, the cooperative shall:
 - i Have the right to require the member, at certain times and as electrical operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the member's facility of which the generating facility is a part.
 - ii Have the right to disconnect the member-generator's facilities subject to the Cooperative's Rules and Regulations as adopted by the Board of Trustees.
 - j. The Cooperative shall not be liable directly or indirectly for permitting or continuing to allow an attachment of the facility or for the acts or omissions of a member-generator that cause loss or injury, including death, to any third party. The member-generator agrees to hold the Cooperative harmless from injury or property damage incurred by any person and arising out of the ownership, operation, maintenance, or use of the parallel generation facility and to indemnify the Cooperative against all liability and expense related thereto.
 - k. The meter is the property of the Cooperative. Each meter connected under this service defines a member-generator and is the point of ownership transition between the Cooperative and the member-generator.
 - l. A generator owned or operated by a member-generator cannot be connected in common with any other meter or be deemed to be for the purpose of serving the load connected to any other meter. To the extent that the member-generator controls the DG/QF and meets the requirements and accepts all the obligations of this Rider, the member-generator is not required to own the generating facilities.
 - m. A member who uses the operation of a generator in connection with irrigation pumps shall not have more than 10 irrigation pumps connected to generators be attached or connected to the utility's system.
 - n. Service under this Rider is subject to the Cooperative's Tariffs, Rules, and Regulations as adopted by the Board of Trustees and any subsequently approved modifications that may be adopted by said Board.
9. SALES TO MEMBER. Sales to a DG/QF member shall be consistent with the applicable retail rate tariff established by the Cooperative and as in use by the member if there were no Distributed Generation or Qualifying Facility installation.
10. DISCONTINUANCE OF PURCHASES. The Cooperative may discontinue metering, purchases, and sales during system emergencies if such would contribute to the emergency.

11. DATA ACCESS – COMMUNICATIONS LINK. In addition to all other charges, 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 if so requested by the Cooperative.
12. CONTRACTS. An interconnection agreement between the member and the Cooperative shall be required in all cases.

Q. SERVICE FEES AND CHARGES. This section provides a summary of, and a quick reference for, the fees and charges found throughout these Rules and Regulations. All Fees and charges may be applied in conjunction with other applicable fees and charges.

1. Collection Agency Fee. A charge equal to the fees/charges to be incurred from the collection agency, including reasonable legal fees, will be added to any balance owed if the cooperative deems it necessary to submit past due balances to a collection agency.
2. Copy expense. \$0.30 per sheet plus administrative time at actual rate. This fee will be charged whenever the Cooperative is requested to provide electronic or physical duplications of records as approved in Board Policy.
3. Damage to or Misuse of Cooperative Facilities. A charge equal 115% of the direct labor, mileage, materials, and overhead charges required to repair or replace damaged Cooperative facilities and/or equipment will be assessed against the member or other parties responsible for such damages.
4. Deposits for Service. A member deposit may be required or waived on any account in accordance with these Rules and Regulations. Member deposits are not transferable unless authorized in writing by the member in whose name the deposit is recorded.
 - a. Residential two-month avg history or \$240.00
 - i Residential Seasonal two-month avg history or \$100.00
 - ii Residential Pre-paid no deposit
 - iii General Service Small two-month avg, or (*the lesser of*) \$10.00 per installed kVA x 2, or \$500.00
 - b. General Service Large two-month avg of the largest months usage, or (*the lesser of*) \$15.00 per installed kVA x 2, or \$3,000
 - c. Industrial two-month avg of the largest months usage, or (*the lesser of*) \$15.00 per installed kVA x 2, or \$136,000
 - d. Irrigation two-month avg, or (*the lesser of*) \$35/installed HP, or \$450.00
 - e. Non-Domestic \$75.00
 - f. Fairground and Athletic Field \$200.00
 - g. Idle Service \$63.00
5. Disconnect/Reconnect Fee. For each disconnection, or reconnection of electric services.
 - a. Office \$50.00 per disconnection for nonpayment
 - b. Field \$240.00 per trip
 - c. After Hours, Holidays and weekends \$265.00 (Office or Field)
6. Interest. Interest charged by the Cooperative shall be 5.0% simple annual. Interest paid on Security Deposits shall be paid pursuant to K.S.A. 12-822.
7. Late Payment Penalty. 5.0%. Members shall be charged a penalty for payments received after the due date as stated on the billing.

8. Meter Reading Charge – A special meter reading charge as specified will be made for the cost of reading a member's meter at a time other than regular monthly readings and standard disconnects.
 - a. Business Hours \$240.00 per trip
 - b. After hours and Holidays \$265.00 per trip
9. Meter Reseal Charge. When a meter seal is broken without authorization from the Cooperative, a service fee as specified may be charged for each trip made to reseal the meter.
 - a. Business Hours \$240.00 per trip
 - b. After hours and Holidays \$265.00 per trip
10. Meter Tampering Charge. Trip fee plus 115% of the actual cost to repair per incidence. A fee related to the unlawful tampering or interfering with the Cooperatives metering and meter reading system to include all apparatus required therein.
11. Meter Testing Fee. \$285 per meter. To be charged when a member requests that a meter be tested and the test reports that the meter is within 2.0% accurate.
12. Returned Check Fee. \$30.00 plus applicable bank fees. Checks returned for insufficient funds will be assessed a charge as specified. If a check rendered to the Cooperative for payment of an account is returned for any reason, then the account will be considered delinquent, and the provisions of these Rules and Regulations will apply.
13. Service/Trip Fees. The appropriate charges are to be made for service calls when Cooperative personnel respond to any erroneously reported or non-existent outage, incorrect voltage complaint, etc. or when the problem is found to be on the member's side of the meter and circumstances are such that the member should be billed. Similar charges will be made for any work performed for a member or other party by Lane-Scott Electric Cooperative line personnel on equipment or facilities other than those belonging to Lane-Scott.
 - a. Business Hours \$240.00 per trip
 - b. After hours and Holidays \$265.00 per trip
 - c. Materials 115% of actual, current cost
14. System Impact Fee. Any additional administrative, engineering, or related costs associated with new or upgrading services where existing service capacity or ability to serve could be affected. These will be billed at actual cost.
15. Special Services. Service Call with a \$150.00 deposit required from non-members. Any member requesting services beyond those normally rendered by the Cooperative will be charged for a Service Call. In the case of community support this charge may be waived by the General Manager.

SECTION III

SERVICE RULES AND REGULATIONS

Section III. SERVICE RULES AND REGULATIONS

A. GENERAL RULES AND REGULATIONS

1. **PURPOSE AND SCOPE OF TARIFFS.** This Tariff, including all Service Rules, Rates, and Regulations set forth the terms and conditions under which electricity is supplied to members of the Lane-Scott Electric Cooperative, Inc. These Rules are intended to establish a comprehensive guideline to both the Lane-Scott Electric Cooperative, Inc. (LSEC), and its members to assure that rates, operations, and services are just, fair, and reasonable to all concerned, and to establish the rights and responsibilities of both the member and Lane-Scott Electric Cooperative, Inc.

LSEC reserves the right to interpret and make changes to these Rules and Regulations to meet new and unforeseen conditions as deemed necessary and applicable by the Board of Trustees.

2. **SEVERABILITY CLAUSE.** The adoption of these Rules will in no way preclude the Cooperative from altering or amending them in whole or in part, or from establishing any other or additional service, equipment, facility, or standard upon proper investigation and authority for change. These Rules will not relieve in any way a continuity of any of its duties under the laws of this state or of the United States. If any provisions of these Rules are held invalid, such invalidity shall not affect other provisions or applications of these Rules which can be given effect without the invalid provision or application, and to this end, the provisions of these Rules are declared to be severable. These Rules shall not be construed to enlarge, diminish, modify, or alter the jurisdiction, powers, or authority of the Lane-Scott Electric Cooperative, Inc., regulatory bodies, or the substantive rights of any person.
3. **DEFINITIONS.** As used in these Rules, unless the context states otherwise, the following words shall have the indicated meaning:
 - a. ANSI: The American National Standards Institute, Inc.
 - b. Applicant: Any person, firm, corporation, or body politic or subdivision thereof, requesting electric service or action from the Cooperative.
 - c. Auxiliary, Breakdown, or Supplementary Service: 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 generating plant or other non-cooperative source of electric service.
 - d. Cooperative: The Lane-Scott Electric Cooperative, Inc.
 - e. Demand: The rate at which electric energy is delivered to or by a system at a given instant, or averaged over a designated period, usually expressed in kilowatts (kW) or megawatts (MW).
 - f. Distributed Resource: A generation, energy storage unit, or targeted demand-side resource, generally between one kilowatt and ten megawatts, located on the member's site or near a load center, which may be connected at the distribution or sub-transmission voltage level at or below 34,500 volts), that provides advantages to the system, such as deferring the need to upgrade local distribution facilities.
 - g. Dwelling Unit: Any unit for living, containing kitchen appliances and facilities, used for residential dwelling, either continuously or part time. A week-end cabin or mobile home is a dwelling unit. An individual room in a hotel or motel is not a dwelling unit.
 - h. Electric Service, Service, Services, Electric Power: The actual delivery of electric power to the member and including all acts done, rendered, or performed in the delivery of wholesale electric power by the Cooperative.

- i. Electricity: Electric power and energy produced, transmitted, distributed, or furnished by the Cooperative.
 - j. Energy Cost Adjustment (ECA): A charge or credit that reflects an increase or decrease in purchased power costs not in base rates.
 - k. Member: Any person, firm, corporation, agent, association, body politic, or subdivision thereof, who has complied with the requirements for membership as provided in the Cooperative's bylaws, terms, and conditions of service, and has been accepted for membership under rules established by the Bylaws of the Cooperative. Where or when it becomes necessary to designate the party who is the member for any reason, the person who contracts for electric service or in whose name it is received, shall be considered the member. Member is sometimes referred to as "he" or "his".
 - l. Meter: Any device or devices used to measure or register components of electric power and energy.
 - m. NEC: National Electric Code
 - n. NESC: National Electrical Safety Code
 - o. Point of Delivery: The point where the Member's service entrance conductors are connected to the Cooperative's conductors. This point is typically the meter which shall be outside of the Member's installation or structure(s) at a location which shall facilitate connection in accordance with the NESC, the NEC, and the standard operating practices of the Cooperative.
 - p. Premises: Any piece of land or real estate, or any building or other structure or portion thereof, or any facility where electric service is furnished to a member.
 - q. Service Drop: The overhead service conductors from the last pole or other aerial support, to and including the splices, if any, connecting to the service entrance conductors at the building or other structure.
 - r. Service Entrance Conductors: The service conductors between the terminal of the service equipment and a point outside the building, clear of building walls, where joined by tap or splice to the service drop.
 - s. Service Entrance Conductor Raceway: The conduit that encloses the service entrance conductors.
 - t. Service Lateral: Any risers at a pole or other structure, or from transformers, and the first point of connection to the service entrance conductors in a terminal box or meter, or other enclosure with adequate space, outside the building wall.
 - u. Service Lateral Raceway: The raceway that encloses the service lateral from the meter base or junction box to a trench suitable for underground service laterals, including the 90-degree bend and conduit required to clear obstructions adjacent to the building.
 - v. System Emergency: A condition that is likely to result in imminent significant disruption of service to members or is imminently likely to endanger life or property.
 - w. Temporary – for line extension purposes a temporary service is defined as lasting less than one-year.
 - x. Utility Services – and service related to the operation of the electric utility. This includes, but is not limited to: utility infrastructure testing, construction, maintenance, relocation as well as right of way maintenance, metering, communications, etc.
4. APPLICABILITY. These Rules, 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. The Cooperative may decline to serve a member or prospective member until such member has complied with the Rules and Regulations of the Cooperative, Inc. and any applicable federal, state, municipal, or other local laws and rules and regulations. The Cooperative may refuse or discontinue service to any applicant or member for non-compliance with these terms and conditions of service where they specifically so provide.

5. **GENERAL SOURCES OF AUTHORITY.** The Rules, Regulations, and minimum standards governing and regulating the operation of electric service utilities adopted by the Lane-Scott Electric Cooperative, Inc., the Bylaws of the Cooperative as amended and approved from time to time, the policies adopted by the Cooperative's Board of Trustees, the rules, regulations, and mortgage requirements of the Rural Utilities Service (RUS) or other mortgage holders, and the rules, regulations, and requirements of any other governing body that are governing sources of authority for this Cooperative.
 6. **STATEMENT OF NONDISCRIMINATION.** These Rules and Regulations are to be applied uniformly and equitably to all applicants, members, and former members, regardless of race, color, religion, age, sex, national origin, veteran status, ancestry, physical or mental disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, gender identity, sexual orientation, or reprisal or retaliation for prior civil rights activity.
- B. **MAINTENANCE AND LOCATION OF RECORDS.** All records required or necessary for the administration thereof, will be kept at the main office of the Lane-Scott Electric Cooperative, Inc., Dighton, Kansas. Records will follow a retention schedule as defined by the Cooperative and consistent with industry, regulatory, and USDA RUS RD standards.
- C. **FORM AND FILING OF TARIFF.** The Cooperative, at each office which is open to the public, will make the Tariff available to current and prospective members and its employees will aid seekers of information therefrom and afford inquirers an opportunity to examine any of such Tariffs upon request. The Cooperative will also provide copies of any portion of the Tariffs at a reasonable cost to reproduce such Tariff for a requesting party.
- D. **APPLICATION FOR ELECTRIC SERVICE.**
1. **APPLICATION FOR MEMBERSHIP.** Any person, firm, association, corporation, or body politic, or subdivision thereof, may become a member of the Cooperative by:
 - a. Making and signing a written application for membership therein; and
 - b. Agreeing to purchase from the Cooperative, electric energy as hereinafter specified; and
 - c. Agreeing to comply with and be bound by the Articles of Incorporation, the Bylaws of the Cooperative, this Tariff, and any other current and subsequent rules and regulations adopted by the Board of Trustees; and
 - d. Executing a recordable easement.
 - e. Paying any past-due balances,
 - f. Paying line extension charges, if necessary,
 - g. Paying a deposit, if necessary, and
 2. **REQUIREMENTS FOR MEMBERSHIP.** Each member, before obtaining electric service, shall make written application to the Cooperative for such service at the rates applicable for the type of service to be furnished. A written application for service, when signed by the member and accepted and approved by the Cooperative, constitutes a contract.

Where more than one class of service is required at any one address or location, a separate application will be made. Each class of service will be metered and may be billed separately, except that the Cooperative may install more than one meter for each class of service for its convenience.

A single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same member, unless the Cooperative determines that the physical or electrical characteristics of the facility served require more than one point of delivery according to good electrical engineering and operating practice.

The contract is not transferable by the member. A member no longer desiring service at a premise must notify the Cooperative of their intent to discontinue service to avoid liability for payment for subsequent service at such location. When there is a new occupant of the premises or a change in responsibility for payment of bills, a new application for electric service must be made before service is begun. Any person who uses electric service of the Cooperative but fails to make application for such service shall be liable to the Cooperative for payment therefor under the applicable rate schedule.

The Cooperative shall not be required to connect new service until the service application is completed, signed by applicant, and payment has been received for all appropriate fees, deposits, necessary contributions in aid of construction and/or facilities extension deposits, any indebtedness for service rendered to the applicant in the past, and any necessary easements have been acquired. The Cooperative may refuse service when the applicant engages in any fraudulent scheme or device to avoid payment of indebtedness for past service, including application for service in another name or another legal entity.

3. REQUEST FOR IDENTIFICATION. Satisfactory identification of a person proposing to transact business with the Cooperative is required. A driver's license, Social Security card, and/or other satisfactory identification shall be presented if the Cooperative so requests. Employees may request identification from applicants for electric service and present members to ensure accurate credits and charges. Failure to provide proper identification shall be grounds for withholding the service requested or for not entering or completing the business transaction.
4. APPLICATION OF RATES. The Standard Rate Schedules are based on exclusive use of Cooperative's service from a single consuming facility, and no electric service from any other source will be used by the member on the same installation in conjunction with the Cooperative's service. This does not prohibit the installation of distributed or emergency generating equipment as provided in this Tariff.

The Cooperative's standard Rate Schedules state the conditions under which each is available. A member may take electric service at one location (premises) under more than one rate schedule, if separately metered and installed in compliance with the National Electrical Code.

The Cooperative will determine the rate best adapted to existing or anticipated electric service requirements as defined by the member. It is the members responsibility to notify the Cooperative of changes in the member's operating conditions; therefore, the Cooperative does not assume responsibility for mis-applied rates unless previously notified by the member. The Cooperative may reclassify the billing rate applied if the applicability, availability, nature or condition of the electric service requirement or rate changes. The Cooperative will not make any refunds covering the difference between the charges under the rate in effect and those under any other rate which would be applicable to the same service.

5. TAXES. Charges for electric services shall be increased by the amount of any sales tax and any other associated tax which the Cooperative may hereafter be required to pay.

6. RETAIL ELECTRIC SERVICE SWITCHOVER. A request to switch service of a consuming facility to another utility that has the right to serve the facility shall be handled pursuant to the laws of the State of Kansas.
7. RESPONSE TO REQUEST FOR SERVICE. The Cooperative will serve each qualified applicant for service within its certified area as rapidly as is practical.
 - a. If a line extension is required by a residential member or if facilities are not available, the Cooperative will inform the member within ten (10) working days of receipt of the application, giving the member an estimated completion date from the date all paperwork and fees are collected.
 - b. Any construction cost options such as sharing of construction costs between the Cooperative and the member or sharing of costs between the member and other applicants will be explained to the applicant or member following an assessment of the necessary line work.
8. PERIOD OF CONTRACT. If required, all contracts for electric service under the scheduled rates of the Cooperative will be of a duration equal to the Contribution in Aid of Construction deferred payment period.

When the specific requirements of a member necessitate the construction or re-construction of special lines or equipment not included in the original total cost to connect service, the Cooperative reserves the right to require a contract of appropriate length to recapture the additional investment. The Cooperative reserves the right to deny nonstandard construction.

In addition, all contracts are month-to-month thereafter until terminated. The Cooperative may require pro-rata payment for the cost of removal of facilities if service is disconnected before the expiration of the initial contract period.

E. EASEMENTS AND RIGHT OF ACCESS

1. EASEMENT. Every applicant shall furnish to the Cooperative an easement acceptable to the Cooperative and at no cost to the Cooperative granting the right to access and construct, operate and maintain any facilities which the Cooperative may be required to construct or install on the property of the applicant in order to furnish the required electric service, along with the right to replace, maintain, rebuild or remove said facilities and right of way and the right to service others from these facilities. The easement will include the right to spray, trim, inhibit, or otherwise remove vegetation as necessary.

The Cooperative's obligation to render service to a member is contingent upon the Cooperative's ability to secure the necessary rights-of-way for its facilities across intervening properties. Should such access require payment or condemnation, the applicant or Member shall be required to pay any such costs.

In the event the applicant is not the owner of the premises to be served by the Cooperative, or of the intervening property between the premises and the Cooperative's lines, the applicant shall obtain from the property owner or owners, the necessary easement on the form provided by the Cooperative. In the event an easement is improperly executed by the applicant, either malicious or otherwise, the Cooperative shall not be held responsible for damages. It is the sole responsibility of the applicant or member to verify property lines and ownership.

The Applicant or Member specifically grants LSEC (and its designees):

- i the right of pedestrian and vehicular ingress and egress over, across and upon said land for the purpose of placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise and removing the said utility(ies) and/or utility service(s) and related equipment, devices, appliances, and other property, as well as reading, servicing, or maintaining any meter, communications, or power quality monitoring equipment and performing any act related to the utility(ies) and/or the utility service(s);
- ii the right (but not the obligation) to relocate said utility(ies), utility service(s), and related equipment, devices, appliances and other property in the same relative position to any adjacent road;
- iii the right (but not the obligation) to trim, remove, or chemically treat with herbicide, growth inhibitors, etc. any trees and other foliage located thereon or on adjoining Member property which might, in the judgment of LSEC, damage or interfere with the access or operation of any permitted utility service(s) or related equipment, device, appliance and/or other property or otherwise be preferable; and
- iv the right (but not the obligation) to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures, or other obstructions which may, in the sole judgment of LSEC, endanger or interfere with LSEC's use of this Easement or the efficiency, safety or convenient operation of said utility service(s), or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by the Member or any other party, without the prior written consent of LSEC, then LSEC shall have the right to remove same from such space and the Grantor agrees to pay LSEC the reasonable cost of such removal. The Member shall not make changes in grade, elevation, or contour of the land within the Easement without prior written consent of LSEC.

The rights hereby granted to LSEC may be assigned (and/or licensed) by LSEC in whole or in part. The Member agrees that all equipment, devices, appliances, and other property, installed over, under, across, and upon the above-described lands, shall remain the property of the installing party, removable at the option of LSEC. The Member may construct fences across the easement provided they construct, or allow the Cooperative to construct, a gap, gate, or other access across this Easement thereby permitting reasonable access for LSEC through and across said easement.

The Cooperative will use standard utility practice to locate underground facilities. However, the Grantor of the Easement warrants that the easement is free of underground structures and/or utilities or will notify the Cooperative of known hazards. Should the Easement contain underground structures and/or utilities, the Member will reasonably mark all underground structures and/or utilities along the dedicated easement. Should the Cooperative damage or otherwise excavate an unmarked underground structure, utility, or similar facility the Member shall assume all liability and agrees to save and hold harmless LSEC from all damages except those arising out of gross negligence of LSEC.

The Member further covenants that they, their heirs, successors, and assigns shall facilitate and assist LSEC in exercising its rights herein described. The Member further covenants that they, their heirs, successors, and assigns shall not, individually, or in combination with others, interfere directly or indirectly with LSEC's use of the easement now or at any time in the future, or with the efficiency, safety, or convenient operation of utility service(s), related equipment, devices, appliances, and /or other property.

Whenever the Cooperative is requested or desires to install underground facilities for service to existing and future members located therein, and the dedicated utility easements are found

insufficient for such installation, the owner (or developer) shall, upon request, furnish any additional easements therein required for such installation by the Cooperative.

2. RIGHT OF ACCESS. The Cooperative requires access to all its lines, facilities, and equipment during all reasonable times and at all times in cases of outages, damage, or emergencies. The member shall give authorized agents of the Cooperative permission to enter the member's premises at all reasonable times for any purpose's incidental to the supplying of electric service, including all maintenance, repairs, inspections, meter reading, removal or relocation of meter, tree trimming, tree removal and any other mechanical or chemical right of way maintenance.

The member further agrees to allow the Cooperative to construct an access gate, to place a lock in the members' gate, to cut or deconstruct fencing, or other means necessary to gain access to the Cooperatives facilities. The Cooperative will repair or replace the members' facilities, as necessary, to restore the immediately previous status quo.

Refusal on the part of the member or landowner to provide reasonable access for the above purposes shall be deemed to be sufficient cause for discontinuance of service, installation of access gates, or condemnation of property. All authorized agents requiring access to premises of a member shall be furnished with a badge or other means of identification and the Cooperative shall make reasonable effort to contact the member or landowner using contact information provided by the member or landowner. It is the landowners and/or members' responsibility to provide current contact information to the Cooperative if they wish to be notified under this section.

F. MEMBER RELATIONS

1. INFORMATION TO MEMBERS

- a. The Cooperative will maintain a current set of maps showing the physical location of its facilities. These maps will be kept by the Cooperative at the Dighton office. The Cooperative will have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the Cooperative to advise applicants, and others entitled to the information, as to the facilities available for serving that locality.
- b. The Cooperative will provide the following information upon request for service or for a transfer of an existing service to a new location:
 - i. The lowest-priced alternatives available at the member's location.
 - ii. The Cooperatives' alternate rate schedules and options; and
 - iii. The Member information packet. This is not required for the transfer of an existing service.
- c. The Cooperative will notify members affected by a change in rates or schedule of classification.
- d. The primary modes of communications with members shall be by mail, billing inserts, and the Kansas Country Living magazine. Other sources such as social media, telecommunications, and LSEC website notice may be employed as secondary sources.

2. MEMBER COMPLAINTS

- a. Every member has the right to contact the Cooperative with any complaint, concern, or question at any time. These will be handled respectfully and as quickly as possible.
- b. A member may file a complaint in writing with the Cooperative. The Cooperative shall, promptly make a suitable investigation and advise the complainant, in writing, of the results thereof within 21 business days.
- c. In the event the complainant is dissatisfied with the Cooperative's response, and the Cooperative did not act in accordance with its' Tariff, rules, and existing regulations, or if the Cooperatives' actions are not addressed in said documents, the Member may request a supervisory review.

- i. If the Cooperative is unable to provide a supervisory review immediately following the request, then arrangements for the review shall be made for the earliest possible date.
- ii. Service shall not be disconnected before the completion of the review. If the member chooses not to participate in a review, then the Cooperative may disconnect service, provided proper notice has been issued under the disconnect procedures of this tariff.
- iii. The results of the supervisory review must be provided in writing to the member within thirty (30) days of the completion of the review, if so requested.

G. REFUSAL OR DELAY OF SERVICE

1. ACCEPTABLE REASONS TO REFUSE SERVICE. The Cooperative may decline to serve an applicant until such applicant has complied with applicable state and local regulations and the rules and regulations of the Cooperative and or for any of the following reasons:
 - a. Applicant has not completed required application for service,
 - b. Applicant's facilities inadequate: If the applicant's installation or equipment is determined to be hazardous or of such character that satisfactory service cannot be given, or the applicant's facilities do not comply with all applicable federal, state, and/or local regulations.
 - c. Violation of the tariffs. The applicant fails to comply with the tariff pertaining to equipment or unauthorized attachments which interferes with the service of others. The cooperative will provide the applicant notice of such refusal and afford them a reasonable amount of time to comply.
 - d. Intent to deceive. The applicant applies for service at a location where another member received, or continues to receive, service and the cooperative bill is unpaid at that location, and a change of identity is made in an attempt to avoid or evade payment of an electric bill.
 - e. Indebtedness: If the applicant is indebted to the Cooperative; provided however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the deposit requirements of the Cooperative; or
 - f. Refusal to make deposit: If the applicant refuses to make a deposit and is so required under these Rules.
2. DELAY. The Cooperative may delay service if conditions beyond the Cooperatives control limit the Cooperatives ability to provide timely service.
3. NOTICE. If the Cooperative refuses or delays to serve an applicant under the provisions of these Rules, the Cooperative will inform the applicant of the reason.
4. INSUFFICIENT GROUNDS FOR REFUSAL TO SERVE. The following shall not constitute sufficient cause for refusal of service to a present member or applicant:
 - a. Delinquency in payment for service by a previous occupant of the premises to be served;
 - b. Failure to pay a bill that includes more than twelve (12) months of under billing, unless the under billing is the result of theft of service not involving the applicant.
 - c. Failure to pay the bill of another member at the same address except where the change of member identity is made to avoid or evade payment of a utility bill.

H. APPLICANT AND MEMBER DEPOSIT

1. ESTABLISHMENT OF CREDIT FOR NEW APPLICANTS.
 - a. The Cooperative may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the member from complying with rules for prompt payment of bills.

- b. For Residential Applicants, the credit worthiness of spouses established during shared service in the twelve (12) months prior to the death of a spouse or divorce will be equally applied to both spouses for twelve (12) months immediately after their divorce.
 - c. New Applicants. Applicants are defined as either not being previous members of the Cooperative or have not had an active account within twelve (12) months.
 - i. Credit Check.
 - a. All applicants (except Residential Pre-paid applicants) agree to have a credit check or similar credit report processed by the Cooperatives vendor to be exempt from deposit requirements. The member has the right to receive a copy of the report.
 - b. Main account holder must have a credit check performed; second account holder is optional. Verification will include the account holder's name, social security number, birth date, previous address, and current phone numbers.
 - ii. Residential and other Non-Commercial Applicants receiving a good credit reference do not need to present a deposit.
 - iii. Residential Pre-paid applicants are not required to present a deposit.
 - iv. Non-Residential Applicants are required to present a deposit unless waived by the General Manager.
 - d. Existing Members. Existing members may be required to pay a deposit if they have been delinquent three (3) times within the last twelve (12) months regardless of the previous credit check.
 - e. Change of Rate / Nature of Service. If the nature of service changes so that the member rate changes, the members credit and deposit requirements will be re-evaluated according to this section.
2. INITIAL DEPOSIT. Initial Deposit amounts are identified on the Service Fees and Charges Schedule.
3. ADDITIONAL DEPOSITS.
- a. An additional deposit may be required if:
 - i. The average of the members actual billings for the past twelve (12) months are at least twice the amount of the original estimated annual billings; and
 - ii. A disconnection notice has been issued for the account twice within the previous twelve (12) months.
 - b. Total Deposits shall not exceed one-fourth (1/4) of the estimated annual billing.
 - c. The Cooperative may require that the additional deposit be paid within thirty (30) days after issuing a written disconnection notice and request for additional deposit.
 - d. The Cooperative may disconnect the service if the additional deposit is not paid within thirty (30) days of the request, provided a written disconnection notice has been issued to the member. A disconnection notice may be issued concurrently with either a written request for the deposit or current usage payment.
4. AMOUNT OF DEPOSIT FOR TEMPORARY SERVICE. The Cooperative may require a deposit sufficient to reasonably protect it against the assumed risk, and when required, will be applied in a uniform and nondiscriminatory manner. Deposits shall be calculated and returned according to the guidelines of this tariff.
5. REESTABLISHMENT OF CREDIT. Every applicant, who previously has been a member of the Cooperative and whose service has been discontinued for nonpayment of bills, theft of service, meter tampering or bypassing of meter, will be required, before service is rendered, to pay all amounts due the Cooperative, or execute a Deferred Payment Agreement, if offered, and reestablish credit.

6. WAIVER. The Cooperative may waive the initial deposit upon the approval of the General Manager, if necessary, for economic development.
7. INTEREST. Security Deposits accrue interest as mandated by law (K.S.A. 12-822).
8. RECORDS OF DEPOSITS.
 - a. The Cooperative shall keep records to show:
 - i. The name and address of each depositor,
 - ii. The amount and date of the deposit, and
 - iii. Each transaction concerning the deposit.
 - b. Each unclaimed deposit will be sent to the State of Kansas one (1) year after the refund becomes payable and a reasonable effort has been made to return the deposit.
9. REFUND OF DEPOSIT. Security deposits taken from Residential Members who make non-delinquent payments of undisputed bills for electric service for ten (10) of the last twelve (12) months with no undisputed bill unpaid after 30 days beyond due date, shall be credited with simple interest to their utility bills. The month(s) of a disputed bill(s) shall be ignored in this calculation. Non-residential deposits under \$500 shall be returned after 36 months of on-time payment. Non-residential deposits of \$500 or more may be retained until termination of service. A deposit need not be returned until all undisputed amounts are paid.

I. BILLING

1. DUE DATE. Bills shall be due and payable in US Dollars on the date thereon, which shall be the 25th day of each month. All bills shall be considered delinquent if unpaid on the day after the due date. The Cooperative may mail a bill for service to the member at the address at which service is taken, or such other address designated by the member; however, the Cooperative reserves the right to adopt other methods for delivery of bills. Failure to receive a bill in no way exempts a member from liability of payment for service. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.
2. SEPARATE POINTS OF DELIVERY. Whenever the Cooperative is called upon to furnish two (2) or more meter installations for one member, each such installation shall be considered a separate point of delivery, and charges shall be calculated separately.
3. LATE PAYMENT PENALTY ON DELINQUENT BILLS. A penalty will be assessed on delinquent bills each month. This penalty will not be applied to any current balance.
4. DEFERRED PAYMENT ARRANGEMENT. A deferred payment arrangement is any written or verbal arrangement between the Cooperative and a member that allows the member to pay an outstanding bill in installments that extend beyond the due date of the next bill. A deferred payment arrangement may be established in person or by telephone, at the Cooperatives' sole discretion.
 - a. The electric utility shall offer a deferred payment plan to any member who has expressed an inability to pay all the bill and does not have a current deferred payment plan on a previous balance.
 - b. Every deferred payment plan shall provide that the delinquent amount may be paid in equal installments lasting at least three (3) cycles.
 - c. The Cooperative may disconnect a member who does not meet the terms of a deferred payment plan. However, the Cooperative may not disconnect service until notice has been given to the member indicating that the member has not met the terms of the plan.

5. DUE DATE EXTENSION AGREEMENT (Promise to Pay). An Extension Agreement is a verbal payment arrangement between the Cooperative and a member in which an outstanding bill will be paid after the due date of the outstanding bill but before the due date of the next bill. The Cooperative will document the date and terms of the Extension Agreement. If a member does not fulfill the terms of the Extension Agreement, the Cooperative will have the right to disconnect service.
6. BUDGET PAYMENT PLAN. For the convenience of members, the Cooperative may arrange for members to pay an average bill for each month rather than the standard bill. The conditions necessary for entering an average budget payment plan are as follows:
 - a. Eligibility. Any residential member who has received service for twelve (12) months or more will be eligible, upon Cooperative approval, with these stipulations:
 - i. Additional deposit may be required; and
 - ii. The member signs an agreement returns it to the Cooperative's office.
 - b. Calculation of Bills. Based on a rolling kWh usage, the immediate past twelve (12) electric bills shall be totaled and divided by twelve (12) to determine the monthly amount to be paid.
 - c. Monthly Billing. The monthly electric bill under the Budget Billing Plan shall be calculated and printed each month as usual. The previous balance will show a credit amount if overpaid, and a balance due if underpaid.
 - d. Late Payment. The average billing payment is due upon issuance of each month's bill and is to be paid on or before the due date. If payment of the average monthly amount is not made each month when due, the Cooperative reserves the right to declare the unpaid balance immediately due and payable.
 - e. Member Default. If a member does not fulfill the terms and obligations of the Budget Billing Plan, the Cooperative shall have the right to disconnect service to the member, pursuant to the disconnection rules provided in these Rules and Regulations.
 - f. Deposit. The Cooperative may collect a deposit from members entering an average billing plan according to standard deposit guidelines. The Cooperative may retain said deposit for the duration of the Budget Billing Plan.
 - g. Discontinuation of Service. If the member moves, or for other reasons discontinues electric service, the total amount owed to the Cooperative according to the actual billing shall become due and payable. Likewise, any amount owed the member shall be refunded.
 - h. Contract Adjustment or Cancellation. The Budget Payment Plan may be cancelled by either the member or the Cooperative upon written notice, and the Cooperative's normal billing, deposit, and payment rules will then apply.
7. RENDERING AND FORM OF BILLS. Bills for electric service will be rendered monthly unless service is rendered for a period of less than a month. Bills will be rendered as promptly as possible following the reading of the meters.
8. OVERBILLING AND UNDERBILLING. If billings for electric service are found to differ from the Cooperative's lawful rates for the services being purchased by the member, or if the Cooperative fails to bill the member for such service, a billing adjustment will be calculated by the Cooperative.

If the member was overcharged and is due a refund, an adjustment shall be made for the preceding twelve (12) months billings.

If the member was undercharged, the Cooperative may back bill the member for the amount which was under billed for the preceding twelve (12) months billings. However, the Cooperative will not disconnect service if the member fails to pay charges arising from an under billing unless such undercharge is a result of meter tampering, bypassing, or diversion by the member. The Member may execute a twelve (12) month Deferred Payment Arrangement for the under billing. In cases of meter tampering, bypass, or diversion, the Cooperative is not required to offer a member a Deferred Payment Plan.

9. ESTIMATED BILLS. Where the meter cannot be read on or about the scheduled date or if the meter reading has not been received by the billing date, the meter reading and corresponding use for the month may be estimated based on use by the member in previous months. Since meter readings are continuous from month to month, any error in such estimate will automatically be corrected in the next subsequent month when the meter is read.

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

When there is good reason for doing so, the Cooperative may submit estimated bills provided that an actual meter reading be taken every three (3) months.

10. DISPUTED BILLS. In the event of a dispute between a member and the Cooperative regarding any bill for service, the Cooperative will promptly make an investigation as required by the case, and report the results thereof to the member and, in the event the dispute is not resolved, shall inform the member of the complaint procedures of the Cooperative.

Notwithstanding any other section of these Rules, the member will not be required to pay the disputed portion of the bill which exceeds the amount of the member's average monthly usage at current rates, pending the completion of the determination of the dispute, but in no event more than sixty (60) days. The member's average monthly usage at current rates will be the average of the member's gross utility service for the preceding twelve (12) month period. Where no previous usage history exists, consumption for calculating the average monthly usage will be estimated based on usage levels of similar members and under similar conditions. The member's service shall not be disconnected for nonpayment of the disputed portion of the bill until the dispute is investigated.

11. NOTIFICATION OF ALTERNATIVE PAYMENT PROGRAMS OR PAYMENT ASSISTANCE. When members contact the Cooperative to discuss their inability to pay a bill or indicate that they need assistance with their bill payment, the Cooperative will inform the members of known available alternative payment and payment assistance programs.

12. FEES. Any fee, assessment or charge set by an agency of the local, state, or federal government shall be shown on the bill as a separate item, clearly stating the nature of the fee or charge.

13. CHECKS FOR PAYMENTS. The Cooperative may refuse to accept a check for any payment due to the Cooperative if the member has during the previous twelve (12) months had two (2) or more checks returned unpaid to the Cooperative by his bank. In addition, a handling charge as specified will be made for any check returned. When a check is returned unpaid by the bank for any reason, the account is considered unpaid and is subject to all rules governing unpaid accounts. When such "returned" check is in payment to avoid discontinuance of service under the disconnect rules, then the account is returned to an immediate "eligible for disconnect" status.

If the checks of any member have been returned by a bank, the member may be notified and placed on a "cash only" basis. In this event, only payments by cash, money order, credit card, or cashier's check will be accepted. If timely payments are received on the account for twelve (12) consecutive months, checking privileges will be restored.

14. ADVANCE PAYMENTS. A member may, for reasons of his own choosing, desire to make a payment in advance. Such a payment may be accepted and carried as a credit balance to his account until such time as the credit is used in charges to his account. Advance payments do not earn interest.

15. TRANSFER OF DELINQUENT BALANCES. If a member has an outstanding balance due to the Cooperative, then the Cooperative may transfer that balance to the member's current account. The delinquent balance and the specific amount shall be identified as such on the bill. The member shall have the option to enter a Deferred Payment Plan not to exceed twelve (12) months for the delinquent balance.
16. UNCOLLECTIBLE BILLINGS. Once the Cooperative, in its sole discretion deems an unpaid balance is uncollectible, the Cooperative may transfer the total balance due including all applicable fees, to an accredited collection agency.

J. DISCONTINUANCE OF SERVICE

1. DISCONNECTION FOR DELINQUENT BILLS. A member's electric service may be disconnected if the bill has not been paid or a deferred payment agreement entered before the due date if proper notice has been given.
 - a. Proper notice will consist of a separate mailing or hand delivery with a stated date of disconnection at least ten (10) days after the due date, with the words "disconnection notice" or similar language prominently displayed on the notice.
 - b. The disconnection day will not fall on a holiday or weekend but will fall on the next working day after the specified cut-off-day.
 - c. If the past-due amount is collected or not collected and service is not disconnected, a collection fee (per occurrence) may be added to the member's past-due amount.
 - d. If the service is disconnected for non-payment a Disconnect Fee (per occurrence) will be added to the member's account.
2. DISCONNECTION WITH NOTICE. Service may be disconnected after proper notice for any of the following reasons:
 - a. Failure to pay a bill for electric utility service or make deferred payment arrangements by the date of disconnection; or
 - b. Failure to comply with the terms of a deferred payment agreement; or
 - c. Violation of the Cooperative's Rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the member, and the member is provided with a reasonable opportunity to remedy the situation; or
 - d. Failure to pay a deposit as required by this tariff; or
 - e. Failure of a guarantor to pay the amount guaranteed in the written, executed agreement that allows for disconnection of the guarantor's service; or
 - f. Upon the quicker of ten (10) days written notice when Member is proved to have misrepresented his or her identity for the purpose of obtaining electric service; or
 - g. Upon ten (10) days written notice, when Member refuses to grant the Cooperative access for reasonable purpose (e.g., line inspection, meter reading, tree trimming, maintenance, retirement, replacement, etc.).
3. DISCONNECTION WITHOUT NOTICE. Service may be disconnected without notice for any of the following reasons:
 - a. Where a known dangerous condition exists, and for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefor will be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected; or
 - b. Where service is connected without authorization by a person who has not made application for service; or
 - c. Where service was reconnected without authority after termination for nonpayment; or
 - d. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

- e. Failure to make payment according to a due date extension agreement.
 - f. Installation of behind the meter generation without a Cooperative inspected and approved automatic disconnect switch.
 - g. Abandonment of service.
4. INSUFFICIENT GROUNDS FOR DISCONNECTION. Cooperative service may not be disconnected for any of the following reasons:
- a. Delinquency in payment for electric service by a previous occupant of the premises that is unrelated to the current occupant;
 - b. Failure to pay the account of another member as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service; or
 - c. Failure to pay charges arising from an under billing due to any faulty metering unless the meter has been tampered with or unless such under-billing charges are due under this tariff.
5. EFFECT ON MEMBERSHIP STATUS. Any member who is disconnected for a delinquent bill or any other violation of these terms and conditions will no longer be considered a member. When reconnecting service, the member will be required to initiate a new membership contract as per these Rules and Regulations if the account is disconnected over twelve (12) months.
6. RECONNECTION OF SERVICE. As soon as is practicable, after the disconnecting condition has been remedied and appropriate fees paid, the Cooperative shall restore service. The Cooperative may refuse to restore service until equipment has been repaired, replaced or appropriate anti-theft devices installed.
7. DISCONNECTION ON HOLIDAYS OR WEEKENDS. Unless a dangerous condition exists, or unless the member requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day when personnel of the Cooperative are not available to receive payments and reconnect service.
8. DISCONNECTION OF SERVICE AT MEMBER'S REQUEST. A member is required to give the Cooperative as much advance notice as possible of his intention to discontinue service and shall be responsible for all charges for service until the expiration thereof.
9. DISCONNECTION TO ENERGY ASSISTANCE GRANTEES. Service will not be discontinued to a delinquent residential member when any agency has granted assistance funds to cover the bill, or a portion of the bill and provided the Cooperative with appropriate written notice. In the event of partial assistance, the member is required to enter a Deferred Payment Arrangement.
10. COLD WEATHER RULE.
- a. Availability. The Kansas Cold Weather Rule applies to utilities under the jurisdiction of the Kansas Corporation Commission from November 15 and March 15 when the National Weather Service forecasts that the temperature will drop to below 35-degrees Fahrenheit or will be in the mid- to low 30's in the following 48-hour period
 - b. Application and Disconnection.
 - i) Residential service will not be disconnected if the Member:
 - a) Agrees to pay 1/12 of the overdue amount of your bill, plus the current bill, all disconnection and reconnection fees plus any applicable deposit owed to the utility, and agree to pay the remainder in equal payments over the next 11 months; or
 - b) Negotiate a deferred payment plan to pay the overdue amount off quicker than 12 months, and
 - c) Pays in full any new bills issued while paying off the overdue amount.
 - d) Apply for federal, state, local or other funds for which the Member may be eligible;
 - e) Not default on an existing deferred payment agreement.
 - ii) Residential Service may be disconnected if:
 - a) It is the members request;
 - b) The service is abandoned;

- c) A dangerous condition exists in the members premises;
 - d) The member violates any rule of the Cooperative which adversely affects the safety of the member or other persons, of the physical integrity of the Cooperatives delivery system;
 - e) The member causes or permits unauthorized interference with, or diversion or use of utility service (meter bypass) situated or delivered on or about the members premises;
 - f) The member misrepresents his or her identity for the purpose of obtaining or retaining utility services; or
 - g) The customer makes an insufficient funds payment as the initial payment or
 - h) an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the customer
 - iii) The Cold Weather Rule does not apply to non-residential service or Prepaid Residential Service.
 - iv) Normal billing and disconnection procedures will prevail plus the Cooperative will attempt to contact the Member the day before disconnection.
11. DISCONNECTION OF MASTER-METERED APARTMENTS. When a service for electric utility services is delinquent for a master-metered apartment complex:
- a. The Cooperative will send a notice to the member as required by this tariff. At the time notice is issued, the Cooperative will also inform the member that possible disconnection will be provided to the tenants of the apartment complex in six (6) days if payment is not made before that time.
 - b. at least six (6) days after providing notice to the member and at least four (4) days before disconnecting service, the Cooperative will post a Notice in conspicuous areas in the corridors or other public places of the apartment complex. Language in the notice shall be in large type and read: **“Notice to residents of (name and address of apartment complex): Electric utility service to this apartment complex is scheduled for disconnection on (date), because (reason for disconnection).”**
12. MISAPPLICATION OF SERVICE. In case electric energy supplied by the Cooperative to the member is misused or misapplied by the member so as to cause unsatisfactory conditions affecting the quality, safety or continuity of service to other members, the Cooperative shall discontinue the service unless within reasonable time, conditions complained of are remedied or discontinued by member, provided, however, Cooperative reserved the right to discontinue service without any notice if the misuse of electric energy causes a dangerous condition or failure of service to other members.
13. RESELLING OR REDISTRIBUTING SERVICE. The Service furnished is for the sole use of the member; member shall not sell or re-deliver electric service to any other person without the written consent of Cooperative. In case electric energy supplied by the Cooperative to the member is resold without the consent of the Cooperative, service shall be discontinued with notice and shall not be restored until member has arranged to discontinue the reselling or redistribution of the service. If service is required to be discontinued for this cause, a reconnection charge and deposit shall be required to be paid before service is restored.
14. RECONNECTION OF SERVICE. If the service has been discontinued because of non-payment of a bill, or for a violation of the Rules of the Cooperative, the member shall pay all delinquent bills, fees, and required security deposits before service will be reconnected.

The Cooperative shall restore service within reasonable time during normal working hours. A reconnection fee shall apply. If the service was disconnected for a violation of the Rules of the Cooperative, the Cooperative shall inspect the service prior to reconnection and the appropriate fee shall apply.

If a member requests, on weekends, holidays or after 4:00 p.m. on a regular workday, reconnection of service which has been disconnected for non-payment or for a violation of the Rules of the Cooperative, the fee for such an after-hours inspection and/or reconnection shall apply per occurrence.

K. NEW CONSTRUCTION

1. STANDARDS OF CONSTRUCTION. The Cooperative will construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the standard practice provisions of ANSI, the National Electrical Safety Code, and such other codes and standards that are generally accepted by the industry, and in such manner to best accommodate the public, and to prevent interference with service furnished by other public utilities insofar as practical.
2. METER LOCATION. The meter will be located to facilitate optimum location for installation and maintenance. Whenever possible, the meter will not be located on the members infrastructure and will, in no circumstances, be located or enclosed within the members facilities.
3. LINE LOCATES. The Cooperative will locate all its power lines within a given area at no charge at the request of the appropriate authority (e.g., DIG SAFE, etc.). Other Line Locates will be charged a Service Call fee.
4. LINE EXTENSION POLICY

- a. General Policy - The Cooperative's Line Extension Policy governs the extension and furnishing of electric service to its applicants/members. Each of the provisions classifies the predominate type of electric service/use anticipated on applicant's premises and specifies conditions under which the Cooperative will extend its facilities to applicant's premises. The Line Extension Policy is independent of the Cooperative's various rate schedules and other provisions of these terms and conditions of service.

The basic philosophy of the Cooperative is to provide the best possible service to the Member at the most reasonable investment. All reasonable alternatives as well as the desire of the Member and/or landowner shall be given consideration when applying the Line Extension Policy, but the requirements of the Cooperative will prevail.

Any extensions of service to an applicant involving circumstances not specifically described in this Line Extension Policy will require the prior, written approval of the General Manager.

- b. Cost to Connect - The total cost required to provide service shall be estimated by the Cooperative for each new application for service. This estimate shall include the cost of all new facilities to be constructed including all material, equipment, payroll, and payroll related expenses, overhead, engineering, easements, rights of way, contractor's fees and charges, and right of way clearing necessary to construct, install and/or modify the Cooperative's facilities required to service the applicant, etc.

Existing facilities requiring or requesting an upgrade of electrical services will be charged the cost of new facilities as required above unless the upgrade is included in an existing Work Plan Project or is otherwise beneficial to the Cooperative to improve service to the membership.

- c. Contributions In Aid of Construction (CIAC). Payments necessary for construction of facilities are contributions in aid of construction and are not refundable. Upon completion of construction

and closing out of the applicable work order, the member may be billed for any deficit or refunded any amount prepaid over the actual work order cost.

Permanent residential members may be allowed to enter a Deferred Payment Agreement to pay CIAC greater than \$1,000.00 over a period not to exceed two (2) years as an increase to the minimum billing. Applicable interest charges will apply. If the electric service is terminated prior to full payment of the CIAC, said amount will be added to the final bill and will become due and payable upon termination. Failure to pay CIAC will result in termination of service.

The Cooperative shall retain ownership of all material and facilities installed by the Cooperative for the extension of service to the applicant/Member. The payment of any CIAC, deposits, or any other fees and/or charges shall not be deemed to authorize, grant, give, or vest any ownership rights to the Member because of the aforementioned payments. The Cooperative will not construct a service extension until the applicant for service has paid CIAC or executed the appropriate Deferred Payment Agreement.

- d. Subdivision or Multi-family Dwellings Classification. This consists of the extension of service to new residential subdivisions, mobile home parks, multi-family dwellings (apartments) and condominiums consisting of a minimum of four (4) lots. The Cooperative will perform new construction and/or system improvements to extend service under the following conditions:
 - a) The developer shall make written application to the Cooperative requesting the extension of service.
 - b) The developer will provide to the Cooperative two (2) officially recorded Master Plats or site plans of the subdivision showing all boundaries, lots, dedicated streets and alleys, utility accesses, easements, covenants, restrictions, future development potential and any other pertinent information that may be required by the Cooperative. This shall be at least one (1) printed plat and one (1) electronic plat.
 - c) The developer shall provide dedicated, platted, notarized, and recorded Right of Way easements satisfactory to the Cooperative along streets and/or roads within the development.
 - d) The Cooperative shall determine the most economical and feasible nature and routing of all electric utility lines within the development at its sole discretion.
 - e) A three-phase backbone line shall be constructed within any subdivision containing twenty (20) or more platted lots or as otherwise determined at the Cooperatives' sole discretion.
 - f) The developer shall pay, in advance, a contribution in aid of construction for the total cost of all new construction, individual line extensions, and/or system improvements required to extend service to and within the development.

Failure by the developer to comply with any of the provisions of this section may result in the forfeiture of present and future refunds as defined in this section.

- e. Relocation or Requested Retirement of Cooperative Facilities. When a member or landowner requests the relocation or retirement of existing Cooperative facilities the requesting person shall pay to the Cooperative, in advance, the nonrefundable estimated total cost of the construction, removal and/or relocations of facilities.
 - i. The Cooperative reserves the right to deny any request for relocation or retirement.
 - ii. If the Cooperative determines that the relocation and/or modification of the Cooperative's facilities is beneficial to the Cooperative, the relocation or modification may be performed at a reduced cost to the member.
 - iii. If the relocation is because of damage or a dangerous condition brought about by the member or another party, the cost of relocating the line will be at their expense.

- iv. If the relocation of Cooperative facilities is due to a road or highway widening and the relocation is requested by the appropriate governmental agency, then the agency shall reimburse the total cost of the relocation in accordance with the laws of the state of Kansas.
- f. Special Circumstances. The Cooperative, upon approval of the General Manager, may waive a portion or all the contribution in aid of construction required for an applicant eligible for commercial or industrial service or the contribution in aid of construction required from a developer of a subdivision or multi-family dwelling if, in the General Managers opinion:
 - i. The waiver of the contribution is reasonable and necessary to attract the applicant to the Cooperative's service area, or
 - ii. If the anticipated annual revenue from the applicant justifies the Cooperative's investment, or
 - iii. If the construction required will facilitate service to other potential applicants or improve service to existing members, or
 - iv. Any portion of the line extension already identified in the current, Board-approved Construction Work Plan, or
 - v. If service to the applicant will contribute to the economic development of the Cooperative's service area or will be otherwise beneficial to the Cooperative's membership.

The Cooperative will require a Line Extension contract of a duration sufficient to recover the Cost of Connect with a pro-rata pay back provision from the applicant if service is disconnected within the contract period.

- g. Temporary Relocation Services for House and Equipment Moving. Where a house, structure, or equipment is to be moved upon, across, or over roadways, fields, or along any route over which the Cooperatives electric wires are strung, forty-eight (48) hours advance notice must be made to the Cooperative of the required clearance height and dimensions of the object, the time to be moved, and the precise route over which to be moved. Payment for such relocation services shall be made to the Cooperative for the cost of providing clearance of wires. A deposit as specified may be required from non-members. In no case shall anyone other than authorized employees of the Cooperative remove, cut, raise, or handle any wires in connection with the moving and providing of clearance.

Where it can be accomplished without adversely affecting the service of others, the Cooperative may, upon forty-eight (48) hours request, de-energize certain lines during certain periods of time where farm or other equipment may be working underneath. A charge may be made for this service. A deposit as specified may be required from non-members. De-energizing of the lines will not affect the "active" status of the accounts.

L. METERS

- 1. GENERAL. All meters shall be furnished, installed, and maintained by the Cooperative. Meter loops and bases will be furnished by the Cooperative and remain its property. All other associated equipment on standard installations shall be furnished and maintained by the member. Required installation of this equipment by the member shall be in compliance with these terms and conditions of service and the National Electrical Code. No metering equipment shall be by-passed for any reason.

No more than one dwelling will be served through a single meter. If the Cooperative discovers that more than one dwelling is being served through a single meter, after giving adequate notice to the member in whose name the account is listed and after allowing a reasonable time for

necessary changes to be made, the Cooperative may terminate service until such time as the connection to the second dwelling is severed.

2. METER REQUIREMENTS

- a. Use of Meters: All electrical energy sold by the Cooperative shall be charged for by meter measurements except where otherwise provided for by the applicable rate schedule, contract, or other provisions of these Rules.
- b. Installation by Cooperative: Unless otherwise authorized by the Cooperative, the Cooperative shall provide and install, and shall continue to own and maintain all meters necessary for the measurement of electrical energy to its members.
- c. Standard Type: The Cooperative shall not furnish, set up, or put in use, any meter which is not reliable and of a standard type that meets industry standards; provided however, special meters not necessarily conforming to such standard types may be used for investigation or experimental purposes.
- d. Instrument Metering: Unless otherwise authorized by the Cooperative, the Cooperative shall furnish and install all instrument metering and associated equipment.

3. METER RECORDS. The Cooperative shall keep the following records:

- a. Meter Equipment Record: The Cooperative shall keep a record of all its meters with a cross-reference to member's account showing member's address and a cross-reference showing date of the last test.
- b. Meter Testing Record: All meter tests will be properly referenced to the meter record provided for herein. The record of each test made on member's premises or on request of a member will show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

4. METER READINGS. The Cooperative should read all meters monthly for billing purposes. Authorized personnel of Lane-Scott Electric Cooperative, Inc., shall have the right to enter and leave the premises of the member during regular Cooperative business hours for the purpose of reading meters. Any error in meter reading shall be adjusted upon proper review and verification of a current reading. In general, each meter shall clearly indicate the kilowatt hours or other units of service for which charge is made to the member. A special meter reading charge as specified will be made for the cost of reading a member's meter at a time other than regular monthly readings and standard disconnects.

5. METER TESTS ON REQUEST OF MEMBER. The Cooperative shall, upon the request of the member and if he so desires, in his presence or in that of his authorized representative, make, without charge, a test of the accuracy of the member's meter. The test shall be made during the Cooperative's normal working hours at a time convenient to the member if he desires to observe the test. The test shall be made at the member's premises or if necessary, at the Cooperative's headquarters office, or at the option of the Cooperative, by an authorized testing agency. If the meter has not been tested by the Cooperative or by an authorized agency at the member's request, and within a period of four (4) years, the member requests a new test, the Cooperative shall make the test.

If the meter is found to be within the accuracy standards established by ANSI, a charge per meter as specified for a residential member and a commercial member will be due the Cooperative. In the case of other types of members, the Cooperative will charge a fee for testing a member's meter which will be based upon the actual cost incurred to provide the test.

Following the completion of any requested test, the Cooperative shall promptly advise the member of the date of removal of the meter if removed from service, the date of the test, the result of the test, and who made the test.

6. BILL ADJUSTMENT DUE TO METER ERROR. If any meter is found to be outside of the accuracy standards established by ANSI, proper correction will be made of previous readings for the period of six (6) months immediately preceding the removal of such meter from service for the test, or from the time the meter was in service since last tested, but not exceeding six (6) months, as the meter shall have been shown to be in error by such test, and adjusted bills shall be rendered. No refund is required from the Cooperative except to the member last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative will make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
7. FAILURE OF METER TO REGISTER CORRECTLY. If a meter fails to register correctly, the member will be billed on an estimated consumption which will be based on the member's previous consumption in similar periods, comparative uses, size of connected loads, and other relevant facts, in accordance with this section.
8. TAMPERING OR BYPASSING WITH COOPERATIVE'S METER OR EQUIPMENT. No regulating or measuring equipment, or other property or equipment owned by the Cooperative, wherever situated, whether upon the member's premises or elsewhere, shall be tampered with or interfered with, or bypassed either for the purpose of adjustment or otherwise. Official responsibility under authority of a municipal government shall not constitute an exception to this rule.
 - a. upon discovery that a meter has been tampered with or that the member is receiving unmetered electric service, such member may be immediately disconnected.
 - b. proper evaluation of such tampering will be documented fully; estimated load and usage of the member will also be documented at the time of disconnection.
 - c. the member will be required to come to any of the Cooperative's offices and make the following restitutions, as listed before electric service will be restored:
 - i. payment of a charge as specified for expense incurred by the Cooperative in investigating, disconnecting, and estimating the billing for unmetered energy; and
 - ii. payment for estimated unmetered, or otherwise, energy used by the member; and
 - iii. payment for any damage to the Cooperative's equipment caused by tampering or current diversion and restoration of the Cooperative's and member's facilities to the Cooperative's specifications; and
 - iv. payment of all other charges owed by the member; and
 - v. payment of a security deposit if required by the Cooperative; and
 - vi. compliance with other requirements of any appropriate regulatory agencies; and
 - vii. payment of the cost of installation of protective facilities, or of relocation of the meter, if determined necessary by the Cooperative; and
 - viii. payment of a reconnection charge as specified if reconnect is requested before 4:00 p.m. on a regular working day, and payment of an additional overtime charge as specified if reconnect is requested after 4:00 p.m.
 - d. after all charges have been paid, the meter will be reconnected and sealed with a special tamper-proof seal.
9. LOCATION OF METERS. Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of ANSI, Standard C12 (American National Code of Electricity Metering), or other standards as may apply, and will be readily accessible for reading, testing, and inspection, and where such activities will cause minimum interference and inconvenience to the member. The member will provide, without cost to the Cooperative, at a suitable and easily accessible location: sufficient and proper space for installation of meters and other apparatus of the Cooperative; meter board; meter loop; safety service switches when required; and an adequate anchor for service drops.

Where installations are made to replace meters removed from service, this section will not operate to require any change in meter locations which were established prior to the effective date of these Rules, unless the Cooperative finds that the old location is no longer suitable or proper, or the member desires that the location be changed. Where the meter location on the member's premises is changed at the request of the member, or due to alterations on the member's premises, the member will provide and have installed at his expense, all wiring and equipment necessary for relocating the meter.

10. RELOCATION OF METERS. If necessary or advisable, the Cooperative may relocate any meter. Under no circumstances shall any meter be moved or relocated except as authorized by the Cooperative. In case of a relocation which is made necessary due to inaccessibility or hazardous location caused by the member, or dangerous conditions (including bad dogs), or in order to prevent a recurrence of tampering or unauthorized use of service, the member shall pay all costs of relocating the metering equipment and service entrance facilities to a location designated by the Cooperative.
11. METER SEALS. All Cooperative meters shall be sealed. When it is necessary to break a seal, the Cooperative shall be notified before breaking the seal. When the seal is broken without authorization, the Cooperative may assess a service fee as specified for each trip made to reseal the meter.
12. METER TESTING FACILITIES AND EQUIPMENT. The Cooperative will maintain laboratory and portable test equipment to insure conformance with ANSI Standard C12. All equipment used for testing billing meters will be calibrated at standard intervals and such tests certificates will be recorded kept on file.
13. ACCURACY REQUIREMENTS FOR METERS.
 - a. No meter that exceeds the test calibration limits as set by ANSI, will be placed in service or left in service. Whenever on installation, periodic, or other tests, a meter is found to exceed these limits, it shall be adjusted.
 - b. Meters will be adjusted as closely as practicable to the condition of zero error. The tolerances are specified only to allow for necessary variations.
14. METER TESTS PRIOR TO INSTALLATION. No permanently installed meter shall be placed in service unless its accuracy has been established by factory certification or Cooperative laboratory test. If any such meter has been removed from actual service and replaced by another meter for any purpose whatsoever, it will be properly tested and adjusted before being placed in service again.
15. TESTING OF METERS IN SERVICE. Meter test periods for all types of meters shall conform to the latest edition of ANSI, Standard C12, unless specified otherwise by the Cooperative.

M. CONTINUITY OF SERVICE

1. REGULARITY OF SUPPLY. The Cooperative will use reasonable diligence to supply continuous electric service at the point of delivery to the member within the voltage limits specified by applicable standards. It shall be the responsibility of the member to install and maintain protective devices which will protect the member's equipment or process during abnormal service conditions or the failure of part or all of the electric service. The provisions of the National Electrical Code shall be considered as the minimum standard for protection of wiring and/or equipment of the member.

In no event will the Cooperative be liable for any damages to a member if the member's equipment or process is not protected in conformity with minimum code requirements, nor shall the Cooperative be liable for damages occasioned by interruption, failure to

commence delivery, or voltage, wave form, or frequency fluctuations caused by interruption or failure of service or delay in commencing service due to accident to or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order of any commission or tribunal having jurisdiction; or without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence of willful misconduct of the Cooperative.

2. INTERRUPTION OF SERVICE

- a. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will reestablish service within the shortest possible time.
- b. The Cooperative will make reasonable provisions to meet emergencies resulting from failure of service and will train its employees on procedures to be followed in emergencies in order to prevent or mitigate interruption or impairment of service.
- c. In the event of national emergency or local disaster occurs, the Cooperative may, in the public interest, interrupt service to other members to ensure public safety or to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
- d. In the event of major generation or transmission constraints, the Cooperative is required by to allow the Regional Transmission Operator (RTO) to automatically shed a percentage of the Cooperative's load. Once activated the power cannot be restored until an approval is received from the RTO.

3. RECORD OF INTERRUPTIONS. Except for momentary interruptions due to automatic equipment operations, the Cooperative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause of interruptions, date, time, duration, location, approximate number of members affected, and in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

4. CHANGE IN CHARACTER OF SERVICE. In case any change is made by the Cooperative in the type of service rendered which would adversely affect the efficiency of operation or the adjustment of the equipment of members, all members who may be affected will be notified by the Cooperative as early as feasible. Where adjustments or replacements of the Cooperative's standard equipment must be made to permit use under such changed conditions, adjustment will be made by the Cooperative without charge to the members, or in lieu of such adjustments or replacements, the Cooperative may make cash or credit allowances based on the duration of the change and the degree of efficiency loss.

6. INTERRUPTIONS TO MAKE CHANGES, IMPROVEMENTS, OR REPAIRS. The Cooperative reserves the right to disconnect its service for the purpose of making repairs, betterments, or extensions on any part of its lines, machinery, plant, or system, without notice to the member. However, the Cooperative will strive to restrict disconnection of its service to times when it will cause the least inconvenience to the member, and insofar as possible will notify the member in advance of such disconnection. The Cooperative will not be held responsible or liable for any injury or damage suffered directly or indirectly by the member, or any agent or employee of the member, on account of the disconnection of the service without notice to the member for making of such repairs, betterments, or extensions except as caused by negligence of the Cooperative.

N. QUALITY OF SERVICE

1. VOLTAGE VARIATION. The Cooperative's generally deliverable voltages are 120, 208, 240, 277, 480, 2400, 4160, 7620, 7980, 13,200, 13,800, 14,400, 24,900, 34,500, and 115,000 volts and are based on the location of the power line. Therefore, not all voltages are available in all locations.

Primary and secondary voltages are available to members based upon member need and engineering availability.

These voltages will be maintained within plus or minus 5.0% for residential and commercial service, and plus or minus 10% for power service, except for infrequent and unavoidable fluctuations as indicated by ANSI Standards.

2. FREQUENCY AND VARIATION. The Cooperative's standard frequency is 60 cycles per second and shall be always maintained within 0.1 cycles per second above and below the standard, except for infrequent and unavoidable fluctuations.
3. VOLTMETERS AND VOLTAGE SURVEYS
 - a. Voltmeters. The Cooperative will use and maintain portable voltmeters for testing voltage regulation and will use and maintain one or more portable recording voltmeters. These instruments will be of a type and capacity suited to the voltage supplied.
 - b. Voltage Surveys. The Cooperative will make enough voltage surveys to adequately measure the character of service furnished its members. The Cooperative will keep at least one of these voltmeters in continuous service for this purpose.
4. POWER OUTAGES. No electric utility can guarantee perfect, 24-hour, 365-day power quality. The Cooperative endeavors to provide continuous, reliable service but recognizes that situations beyond our control such as weather, corrosion, people, animals, trees, etc. can adversely affect power quality and ultimately cause power outages.

We have employees on call 24x7 for prompt power service restoration but recommends that members make appropriate alternative plans (e.g., invest in emergency generators, etc.) wherever there exists a condition requiring continuous power.

O. MEMBER'S WIRING AND EQUIPMENT

1. Member's Wiring. All electrical wiring and apparatus connected or to be connected to the Cooperative's distribution system shall be at the member's expense and shall be installed and maintained in accordance with the requirements of the National Electrical Code and/or National Electrical Safety Code, and with all requirements prescribed by governmental authority having jurisdiction thereof. In the event of a conflict between the National Electrical Code, National Electrical Safety Code, and an applicable municipal code, the most stringent shall govern. 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 advance notice, discontinue service to any member when a defective condition of wiring or equipment upon the premises of the member is discovered.

All electric wiring and equipment installed on the member's side of the point of delivery shall be at the member's expense and shall be installed and maintained in accordance with the requirements of the most current National Electrical Code, as approved by the National Fire Protection Association.

The Cooperative will not be responsible for any loss, injury, or damage which may result from defects in electric wiring or equipment on the member's premises. The Cooperative may refuse to make a connection when it has information or cause to believe that any installations on the member's premises are unsafe.

The Cooperative may, without advance notice, discontinue service to any member when a defective condition of wiring or equipment upon the premises of the member is discovered.

2. **Load Balance.** Cooperative requires Members to control the use of electric energy so that the Cooperative's electrical load at the point of service is within reasonable balance. Failure to maintain balance such that the members' equipment is damaged is the liability of the member. Load imbalance affecting other members may result in disconnection of service.
3. **Service Entrance and Meter Loops.** All wiring, pole lines, and other electrical equipment beyond the point of delivery shall be considered the distribution system of the member. The Cooperative shall not be liable for injuries or damages resulting from the presence of such distribution system beyond the point of delivery. In secondary meter installations, the service entrance, from the point of connection of the Cooperative's outdoor service drop at the service entry weather head, is the responsibility and liability of the member.

All entrance and meter loops must be in accordance with the following, or the latest revision of the National Electrical Code, National Electrical Safety Code, and the Cooperatives construction specifications.

Connection of the Cooperative's service to the member's wiring shall not imply that such an inspection has been made, and the Cooperative is under no obligation to require an inspection of such wiring or work, either before or after making connection therewith.

4. **Changes.** In the event a member desires to decrease, add to, or increase the size of his electrical equipment, they shall notify the Cooperative in writing thirty (30) days in advance so that the Cooperative's equipment may be adjusted to provide for the resulting load. The Member will be required to change rate class if the amended load, or character of power use, causes the Member to be considered under a different rate class. If the change requires additional infrastructure construction, the appropriate Line Extension policy will prevail.

If the member fails to so notify the Cooperative, the member may be held responsible for any damage to the meter or other equipment of the Cooperative caused by such amended load. When a member has made application for service and stated his requirements, and the Cooperative has constructed service to comply with his request and his requirements change, then he may be expected to pay the cost of changes then required.

5. **Points 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 or distribution system of the member. This is normally the location of the meter. For overhead or underground construction, the point of delivery is that point where the Cooperative's overhead or underground service drop, or primary metering equipment connects to the member's service entrance or distribution conductors.

The member shall request the location of the point of delivery which will be designated by authorized employees of the Cooperative, without charge, either before or during construction of the member's facilities. This will eliminate possible delay and added cost to the member of relocating the point of delivery.

Where a service connection cannot be made or maintained with adequate clearances without being interfered with by trees or other obstructions on the member's property, it will be the responsibility of the member to provide whatever corrective measures are required before connection is made.

6. **Member's Equipment Which Adversely Affects Electric Service**
 - a. **General.** Many types of electric equipment can adversely affect the quality of electric service. Close consultation by the member with the Cooperative will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition caused by the member's equipment on the Cooperative's system.

- b. Motors - Allowable Starting Currents. The following motors may be started across-the-line if the starting current (which is the locked rotor current of the motor at name plate voltage) does not exceed the limits given below:

<u>Nominal Name Plate Voltage</u>	<u>Phase</u>	<u>Maximum Locked Rotor Current*</u>
120-volts	Single	50 amperes
208, or 240-volts	Single	200 amperes
208, 240, or 480-volts	Three	200 amperes

*Groups of motors starting simultaneously shall be classed as one motor.

- Larger across-the-line starting currents than those stated above may be permitted where the Cooperative's facilities are adequate, and the frequency of starts are such that other members' service will not be adversely affected. Upon request of the member, the Cooperative will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary, recommend a motor starting device. Part-winding, wye-delta, auto transformer, variable frequency drive, or other soft starting device must be used to limit adverse effects on the Cooperative's system as defined in the applicable standards referenced in this section. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values. The largest load must be started first.
- c. Intermittent Electric Loads. Electric equipment such as spot and arc welding machines, x-ray machines, chippers, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations may, with the Cooperative's approval, be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120-volt operation, or 30 amperes at 240-volt operation (38 amperes if member is served by an individual transformer), all members contemplating the installation of such equipment must make specific prior arrangements with the Cooperative in writing.
- d. Interference Producing Equipment. The Member shall not use equipment which adversely affects the Cooperative's distribution system and/or the Cooperative's service to any of its members. The limits of such interference shall be defined in part by IEEE 519 and IEEE 1453 or appropriate revisions thereof. In the event the Cooperative has found interference produced by the member, the member shall install, at the member's expense, any suitable or special equipment necessary to reasonably limit such adverse effect within 30 days of written notice. If after 30 days the interference still exists, the cooperative may disconnect until such actions have been taken unless otherwise approved by the General Manager. Any adverse effects that are extreme and cause the distribution system to normally operate outside the limits set by the applicable standards herein and are deemed to cause imminent damage to the distribution system or the members shall be disconnected until remedial action has been taken.
- e. Voltage and Wave Form Sensitive Equipment. The Cooperative purchases and resales commercial grade power. If a more uniform level of power is needed, the member must purchase and install the necessary power conditioning equipment or contract with the Cooperative for its purchase and installation. Members contemplating the installation of electric equipment such as computers, communication equipment, electronic control devices, etc., whose performance may be adversely affected by voltage fluctuations and distorted 60 Hz wave forms must make specific prior arrangements with the Cooperative in writing.
- f. Low Power Factor Correction. In the case of any device or devices creating low power factor, the Cooperative may adjust the members billing demand to an equivalent percentage of unity power. The Cooperative may further require the member to provide, at their own expense, power factor corrective equipment which will maintain the power factor of each such device as stated on the appropriate rate sheet. Corrective equipment will be installed in the circuit

between the low power factor devices and the switch controlling the devices in such manner that the corrective equipment will operate only when such devices are operated.

- g. Electric Generators. Where auxiliary standby service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed without an automatic main disconnect switch or a double throw switch to prevent possible injury to Cooperative workers by making it impossible for power to be fed back into the main line from the emergency generator. If there is more than one building or operation served from one metering point, the double throw switch and related switching gear may be installed by the member at the central metering location in-line with the Cooperative's service facilities. Service laterals may be installed to individual points of attachment by the Cooperative if economically feasible and in compliance with good engineering practices. All such installations must be approved by the Cooperative.

P. DISTRIBUTED GENERATION AND QUALIFYING FACILITIES. This section includes general guidelines for interconnection to the Cooperative facilities. Specific Distributed Generation interconnections may require an engineering interconnection study which will be conducted at the expense of the interconnecting member.

1. Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation.

- a. Purpose. The purpose of this section is to describe the requirements and procedures for safe and effective connection and operation of distributed generation.
 - i. A member may operate 60 Hertz (Hz), three-phase or single-phase generating equipment, whether qualifying facility (QF) or non-QF, in parallel with the utility system pursuant to an interconnection agreement, provided that the equipment meets or exceeds the requirements of this section.
 - ii. This section describes typical interconnection requirements. Certain specific interconnection locations and conditions may require the installation and use of more sophisticated protective devices and operating schemes, especially when the facility is exporting power to the utility system.
 - iii. If the Cooperative concludes that an application for parallel operation describes facilities that may require additional devices and operating schemes, the Cooperative shall make those additional requirements known to the member at the time the interconnection studies are completed.
 - iv. Where the application of the technical requirements set forth in this section appears inappropriate for a specific facility, the member and the Cooperative may agree to different requirements, or a party may petition the Cooperative for a good cause exception, after making every reasonable effort to resolve all issues.
- b. General interconnection and protection requirements.
 - i. the member's generation and interconnection installation must meet all applicable national, state, and local construction and safety codes.
 - ii. the member's generator shall be equipped with protective hardware and software designed to prevent the generator from being connected to a de-energized circuit owned by the Cooperative.
 - iii. the member's generator shall be equipped with the necessary protective hardware and software designed to prevent connection or parallel operation of the generating equipment with the utility system unless the Cooperative system service voltage and frequency is of normal magnitude.
 - iv. pre-certified equipment may be installed on the Cooperative's utility systems in accordance with an approved interconnection control and protection scheme without further review of their design by the Cooperative. When the member is exporting to the Cooperative system using pre-certified equipment, the protective settings and operations shall be those specified by the Cooperative.

- v. The member will be responsible for protecting its generating equipment in such a manner that Cooperative system outages, short circuits or other disturbances including zero sequence currents and ferroresonant over-voltages do not damage the member's generating equipment. The member's protective equipment shall also prevent unnecessary tripping of the Cooperative's system breakers that would affect the Cooperative system's capability of providing reliable service to other members.
- vi. For facilities greater than two megawatts (MW), the Cooperative may require that a communication channel be provided by the member to provide communication between the Cooperative and the member's facility. The channel may be a leased telephone circuit, power line carrier, pilot wire circuit, microwave, or other mutually agreed upon medium.
- vii. Circuit breakers or other interrupting devices at the point of common coupling must be capable of interrupting maximum available fault current. Facilities larger than two MW and exporting to the utility system shall have a redundant circuit breaker unless a listed device suitable for the rated application is used.
- viii. The member will furnish and install an automatic disconnect device that has a visual break that is appropriate to the voltage level (a disconnect switch, a draw-out breaker, or fuse block), and is accessible to Cooperative personnel, and capable of being locked in the open position. The member shall follow the Cooperative's switching, clearance, tagging, and locking procedures, which the Cooperative shall provide for the member.
- c. Prevention of interference. To eliminate undesirable interference caused by operation of the member's generating equipment, the member's generator shall meet the following criteria:
 - i. Voltage. The member will operate its generating equipment in such a manner that the voltage levels on the Cooperative are in the same range as if the generating equipment were not connected to the Cooperative's system. The member shall provide an automatic method of disconnecting the generating equipment from the Cooperative system if a sustained voltage deviation in excess of +5.0 % or -10% from nominal voltage persists for more than 30 seconds, or a deviation in excess of +10% or -30% from nominal voltage persists for more than ten cycles. The member may reconnect when the Cooperative system voltage and frequency return to normal range and the system is stabilized.
 - ii. Flicker. The member's equipment shall not cause excessive voltage flicker on the Cooperative system. This flicker shall not exceed 3.0% voltage dip, in accordance with Institute of Electrical and Electronics Engineers (IEEE) 519 as measured at the point of common coupling.
 - iii. Frequency. The operating frequency of the member's generating equipment shall not deviate more than +0.5 Hertz (Hz) or -0.7 Hz from a 60 Hz base. The member shall automatically disconnect the generating equipment from the Cooperative within 15 cycles if this frequency tolerance cannot be maintained. The member may reconnect when the utility system voltage and frequency return to normal range and the system is stabilized.
 - iv. Harmonics. In accordance with IEEE 519 the total harmonic distortion (THD) voltage shall not exceed 5.0% of the fundamental 60 Hz frequency nor 3.0% of the fundamental frequency for any individual harmonic when measured at the point of common coupling with the Cooperative system.
 - v. Fault and line clearing. The member shall automatically disconnect from the Cooperative system within ten cycles if the voltage on one or more phases falls below -30% of nominal voltage on the Cooperative system serving the member premises. This disconnect timing also ensures that the generator is disconnected from the Cooperative prior to automatic re-close of breakers. Converter system inspection test to standards IEEE1547 and UL 1741. The member may reconnect when the Cooperative's system voltage and frequency return to normal range and the system is stabilized. To enhance reliability and safety and with the Cooperative's approval, the member may employ a modified relay scheme with delayed tripping or blocking using communications equipment between member and the Cooperative.
- d. Control, protection, and safety equipment requirements specific to single phase generators of 50 kilowatts (kW) or less connected to the Cooperative's system. Exporting to the Cooperative's system may require additional operational or protection devices and will require

coordination of operations with the Cooperative. The necessary control, protection, and safety equipment specific to single-phase generators of 50 kW or less connected to secondary or primary systems include an interconnect disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip, and a synchronizing check for synchronous and other types of generators with stand-alone capability.

- e. Control, protection, and safety equipment requirements specific to three-phase synchronous generators, induction generators, and inverter systems. This subsection specifies the control, protection, and safety equipment requirements specific to three phase synchronous generators, induction generators, and inverter systems. Exporting to the Cooperative system may require additional operational or protection devices and will require coordination of operations with the utility.
 - i. Three phase synchronous generators. The member's generator circuit breakers shall be three-phase devices with electronic or electromechanical control. The member is solely responsible for properly synchronizing its generator with the Cooperative. The excitation system response ratio shall not be less than 0.5. The generator's excitation system(s) shall conform, as near as reasonably achievable, to the field voltage versus time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions. For generating systems greater than two (2) MW the member shall maintain the automatic voltage regulator (AVR) of each generating unit in service and operable at all times. If the AVR is removed from service for maintenance or repair, the Cooperative's dispatching office shall be notified.
 - ii. Three-phase induction generators and inverter systems. Induction generation may be connected and brought up to synchronous speed (as an induction motor) if it can be demonstrated that the initial voltage drop measured on the utility system side at the point of common coupling is within the visible flicker stated in this section. Otherwise, the member may be required to install hardware or employ other techniques to bring voltage fluctuations to acceptable levels. Line-commutated inverters do not require synchronizing equipment. Self-commutated inverters whether of the utility-interactive type or stand-alone type shall be used in parallel with the Cooperative system only with synchronizing equipment. Direct-current generation shall not be operated in parallel with the utility system.
 - iii. Protective function requirements. The protective function requirements for three phase facilities of different size and technology are listed below.
 - a) facilities rated ten (10) kilowatts (kW) or less must have an interconnect disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip, and a manual or automatic synchronizing check (for facilities with standalone capability).
 - b) facilities rated in excess of ten (10) kW but not more than 500 kW must have an interconnect disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip, a manual or automatic synchronizing check (for facilities with standalone capability), either a ground over-voltage trip or a ground over-current trip depending on the grounding system if required by the Cooperative, and reverse power sensing if the facility is not exporting (unless the generator is less than the minimum load of the member).
 - c) facilities rated more than 500 kW but not more than 2,000 kW must have an interconnect disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip, either a ground over-voltage trip or a ground over-current trip depending on the grounding system if required by the Cooperative, an automatic synchronizing check (for facilities with standalone capability) and reverse power sensing if the facility is not exporting (unless the facility is less than the minimum load of the member). If the facility is exporting power, the power direction protective function may be used to block or delay the under-frequency trip with the agreement of the Cooperative.
 - d) facilities rated more than 2,000 kW but not more than 10,000 kW must have an interconnect disconnect device, a generator disconnect device, an over-voltage trip,

an under-voltage trip, an over/under frequency trip, either a ground over-voltage trip or a ground over-current trip depending on the grounding system if required by the company, an automatic synchronizing check and AVR for facilities with standalone capability, and reverse power sensing if the facility is not exporting (unless the facility is less than the minimum load of the customer). If the facility is exporting power, the power direction protective function may be used to block or delay the under-frequency trip with the agreement of the utility. A telemetry/transfer trip may also be required by the company as part of a transfer tripping or blocking protective scheme.

- f. Facilities not identified. If standards for a specific unit or facility are not set out in this section, the Cooperative and member may interconnect a facility using mutually agreed upon technical standards.
 - g. Requirements specific to a facility paralleling for sixty cycles or less (closed transition switching). The protective devices required for facilities ten MW or less which parallel with the Cooperative system for 60 cycles or less are an interconnect disconnect device, a generator disconnect device, an automatic synchronizing check for generators with standalone capability, an over-voltage trip, an under-voltage trip, an over/under frequency trip, and either a ground over-voltage trip or a ground over-current trip depending on the grounding system, if required by the Cooperative.
 - h. Inspection and start-up testing. The member shall provide the Cooperative with notice at least two weeks before the initial energizing and start-up testing of the member's generating equipment and the Cooperative may witness the testing of any equipment and protective systems associated with the interconnection. The member shall revise and re-submit the application with information reflecting any proposed modification that may affect the safe and reliable operation of the Cooperative system.
 - i. Site testing and commissioning. Testing of protection systems shall include procedures to functionally test all protective elements of the system up to and including tripping of the generator and interconnection point. Testing will verify all protective set points and relay/breaker trip timing. The Cooperative may witness the testing of installed switchgear, protection systems, and generator. The member is responsible for routine maintenance of the generator and control and protective equipment. The member will maintain records of such maintenance activities, which the Cooperative may review at reasonable times. For generation systems greater than 500 kW, a log of generator operations shall be kept. At a minimum, the log shall include the date, generator time on, and generator time off, and megawatt and megavar output. The Cooperative may review such logs at reasonable times.
 - j. Metering. The Cooperative may supply, own, and maintain all necessary meters and associated equipment to record energy purchases by the member and energy exports to the Cooperative system. The member shall supply at no cost to the Cooperative a suitable location on its premises for the installation of the Cooperative's meters and other equipment. If metering at the generator is required in such applications, metering that is part of the generator control package will be considered sufficient if it meets all the measurements criteria that would be required by a separate standalone meter.
2. Metering for Distributed Renewable Generation and Certain Qualifying Facilities.
- a. upon request by a member that has, or is in the process of installing distributed renewable generation with a capacity of less than 50 kilowatts (kW) on the member's side of the meter and that desires to measure the generation's out-flow production, an Cooperative shall provide metering at the point of common coupling using one or two meters that separately measure both the member's electricity consumption from the distribution network and the out-flow that is delivered from the member's side of the meter to the distribution network and separately report each metered value to the Cooperative. The two metered values shall be separately accounted for by the Cooperative for settlement.
 - b. upon request by a member that has, or is in the process of installing distributed renewable generation with a capacity equal to or greater than 50 kW up to 2,000 kW on the member's side of the meter, the Cooperative will provide one or two interval data recorders at

the point of common coupling that separately measure both the member's electricity consumption from the distribution network and the out-flow that is delivered from the member's side of the meter to the distribution network and separately report each metered value to the Cooperative. The two metered values shall be separately accounted for by the Cooperative for settlement.

- c. upon request by a member that has, or is in the process of installing distributed renewable generation with a capacity of less than 50 kW on the member's side of the meter and that does not desire to measure the generation's out-flow production, the Cooperative shall provide metering in accordance with paragraph (a.) of this subsection or, at the Cooperative's option, install a meter that measures the member's electricity consumption from the distribution network but does not measure the out-flow that is delivered from the member's side of the meter to the distribution network. Unless an existing distributed renewable generation owner requests to have the existing meter replaced, the Cooperative may, at its option and expense, replace an existing distributed renewable generation owner's meter with a meter of a type specified in this rule.
- d. pursuant to the applicable schedule in this tariff, the Cooperative may charge for the member's electricity consumption from the distribution network as measured by the metering installed pursuant to this subsection.
- e. the distributed renewable generation owner shall pay any significant differential cost of the metering.
- f. distributed renewable generation owners may begin selling out-flow at any time. However, the Cooperative may discontinue metering, purchases, and sales during system emergencies if such would contribute to the emergency.

Q. ELECTRIC SERVICE REGULATIONS

1. AVAILABILITY OF ELECTRIC SERVICE. The type of electric service which will be furnished to the member will depend on the location, size, and type of load to be served. It is necessary that the member obtain from the main office of the Cooperative the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment. Also, the point of delivery on the premises must be determined before the member's wiring installation is made.

Members and contractors contemplating the purchase and/or installation of any three-phase motor or any single-phase motor larger than ten (10) 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.

2. COOPERATIVE'S LIABILITY. The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through an act of God, or public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way or other needed permits, or for another cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor.

The Cooperative shall not be liable for losses or damages of any nature if electric service is disconnected due to nonpayment of bills. The Cooperative shall not be liable for damages to the member or to third persons, resulting from the use or misuse of the Cooperative's service or equipment on the member's premises, or from the presence of the Cooperative's facilities or equipment on the member's premises.

3. RESPONSIBILITY FOR DAMAGE TO OR MISUSE OF COOPERATIVE PROPERTY. The member or any other responsible party will be held liable for all damage to, or loss of, the Cooperative's property located upon the member's premises or any other location. A service charge equal to the direct labor, materials, and overhead charges required to repair or replace

damaged Cooperative facilities and equipment will be assessed against the member or other parties responsible for such damage. The member shall not authorize anyone who is not an agent of the Cooperative to change, remove, or tamper with the Cooperative's property. The member or any other party shall not attach any personal equipment (such as personal outdoor lights, political posters, basketball goals, etc.) to any Cooperative property, including, but not limited to, poles, guys, anchors, wire, etc.

4. SPECIAL SERVICES

- a. Any member requesting services beyond those normally rendered by the Cooperative will be charged the Special Services fee. The availability of Special Service is not guaranteed; therefore, the Cooperative has the right to deny any request.
- b. The following services will be charged when requested:
 - i. moving poles,
 - ii. moving or installing anchors and anchor guys,
 - iii. moving or raising lines for the purpose of temporary clearance.
 - iv. restoration of service caused by faulty member's wiring, equipment, or misuse of equipment,
 - v. Line locates excluding those required at the request of the appropriate authority (e.g., DIG SAFE, etc.)
 - vi. tree trimming, or cutting, except where the Cooperative determines such trimming or cutting will eliminate or prevent:
 - a) an electrical hazard; or
 - b) a possible interruption on a line of 7,620 volts or more.
- c. Upon request, the Cooperative will provide an estimate of the cost involved with a special service request prior to rendering the service. The cost of the service may be billed to members monthly billing and accrue late payment interest charges accordingly.

5. NO PREJUDICE OF RIGHTS. The failure by the Cooperative to enforce any of the terms of these Service Rules and Regulations on given occasions shall not be deemed as a waiver of the Cooperative's right to do so on subsequent occasions.

6. INTERPRETATION OF SERVICE RULES AND REGULATIONS. Whenever the Cooperative and a member are unable to agree as to the application or interpretation of any of these Rules, or in case of a dispute arising out of the application or interpretation thereof, such dispute may be referred to the Board of Trustees upon application of either party which, after notice and hearing, will make such order thereon as may be just and proper.

7. REVISION OF SERVICE RULES AND REGULATIONS. The Service Rules and Regulations, Rate Schedules, and other Tariff provisions are established by, and may from time to time be amended by, the Board of Trustees of the Cooperative. No agent, representative, or employee of the Cooperative shall have the power or authority to amend, modify, alter, or waive the provisions of any rates, terms, conditions, rules, or regulations, governing electric service provided by the Cooperative as shall be in effect from time to time.

Appendix