
TERMS AND CONDITIONS OF SERVICE

GENERAL STATEMENT

INTRODUCTION

These Terms and Conditions of Service are intended to govern the supplying and taking of electric service by Consumers and Members of Southeastern Electric Cooperative of Durant, Inc. These Terms and Conditions are applicable to all standard service agreements and contracts now existing or in the future and to all rate schedules, which the Cooperative may adopt, from time to time. These terms and conditions are not to be considered complete in every detail, but are intended to be a general outline of the practices of the Cooperative. The Cooperative, upon request, will provide any Applicant, Consumer, or Member with a copy of these Terms and Conditions and the rate schedules under which electric service will be supplied.

DEFINITIONS

- (a) "Applicant" means any person, firm, corporation or public body requesting electric service from the Cooperative.
- (b) "Board" means the Board of Trustees elected by the members of the Cooperative.
- (c) "Consumer" means any individual, firm, corporation, municipality, or other public body, receiving electric service from the Cooperative. A Consumer may or may not be a Member of the Cooperative.
- (d) "Cooperative" means Southeastern Electric Cooperative of Durant, Inc.
- (e) "Cooperative Holiday" means those days declared to be legal holidays by the Board of Trustees of the Cooperative.
- (f) "Distribute," "Distributing" or "Distribution of Electric Energy" or "Distribution Service" means the delivery of electricity through the distribution facilities of the Cooperative to a Member/Consumer.
- (g) "Dwelling Unit" is any living unit containing kitchen appliances and facilities, used for residential dwelling, either continuously or part time. A weekend cabin or mobile home is a dwelling unit. Dwelling unit must be appropriately connected to a permitted Oklahoma Department of Environmental Quality (OK-DEQ) specified septic or aerobic sewer discharge system. (see "Primary/Permanent Residence")
- (h) "Electricity" means electric power and energy produced, transmitted, distributed or furnished by the Cooperative.
- (i) "Electric Plant" means facilities and equipment owned or operated by a utility, including but not limited to, generating stations, substations, transformers, towers, poles, conductors, transportation equipment, conduits, meters, motors, real estate, buildings.
- (j) "Member" means any person, firm, corporation, or public body who has complied with the terms and conditions of service, the rules and regulations of the Cooperative, and whose application for membership has been accepted by the Cooperative and who is being supplied electricity by the Cooperative.

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- (k) "Meter" means any device or devices used to measure or register electric power and energy.
- (l) "Premises" means 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 Consumer.
- (m) "Primary/Permanent Residence" means a dwelling which is considered to be the main living location. The majority of the time is spent by the individual at the primary residence. May include manufactured or mobile homes under certain conditions. Axles must be removed completely. Unit must be tied down at required points. Concrete foundation must be properly installed. (see "Dwelling Unit")
- (n) "Special Contract" means a written agreement between the Cooperative and a Consumer providing for furnishing electric service on terms different from those prescribed on approved Standard Rate Schedule.
- (o) "Standard Rate Schedule" means the Cooperative's current schedule of rates for electricity based on Classification of Consumer (also referred to as "Tariff").
- (p) "System" means Southeastern Electric Cooperative of Durant of Oklahoma, Inc.

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I. Becoming a Member

Any person, entity or public body, who controls, by ownership or lease, the property to be served, may become a Member of the Cooperative by:

- A. Executing the Membership Application and/or Service Contract.
- B. Paying the membership fee when required.
- C. Agreeing to purchase electricity from the Cooperative.
- D. Agreeing to comply with and be bound by the Cooperative's Certificate of Incorporation and Bylaws, which may be amended from time to time, and such rules and regulations as may be adopted by the Board.

II. Application

No person shall receive electric service from the Cooperative until such person has executed the Cooperative's approved "*Application for Membership and Agreement for the Purchase of Electric Service*," and paid a membership fee, when required, and a connection fee in accordance with the Cooperative's then current Schedule of Fees.

A single application for service may be made to apply to different locations, or to cover more than one meter at the same location to be used by the same Consumer. Each service location is subject to all conditions set forth in the original application. An additional connection fee shall be paid for each additional meter location. Only one membership fee is required per Member.

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Any person or entity owing a debt to the Cooperative shall not be allowed to join the Cooperative or receive service from the Cooperative until the debt has been paid in full or arrangements satisfactory to the Cooperative have been made for satisfaction of the outstanding debt. Applicants must contact the Cooperative before service will be made available. The Application shall contain a description of the Premises, whether the Applicant is owner, agent or tenant of the Premises, and such other information as the Cooperative may reasonably request. The Cooperative shall not be required to provide service to an Applicant or Consumer who uses an alias, trade name, business name, the name of a relative or another person as a device to escape payment of an unpaid obligation for utility service.

Standard contracts shall not be less than a term of one year, unless otherwise provided for in the Cooperative's Line Extension Policy dated June 1, 2009, as amended on November 11, 2019; and as may be amended from time to time by the Board. An *Application for Membership* when accepted by the Cooperative shall constitute a contract between the Member and the Cooperative, and any modification or amendment must be in writing and approved by the Board.

III. Security Deposits

- A. The Cooperative's Consumer Deposit Policy, dated November 26, 2019, which may be amended from time to time by the Board, provides the required procedures for determining security deposits and refunds for electric service.
- B. A security deposit made by a Member or a Consumer with the Cooperative shall not constitute an advance payment to cover electric bills, but is to be considered as security for the payment of monthly bills or other charges. The Membership Fee shall not be considered to be a deposit or a part of the deposit.

IV. Classification of Consumers

Service shall be classified for the purpose of determining the applicable rate schedule based on the nature of the Consumer's establishment.

- A. Residential Electric Service means service supplied to a single family dwelling or to a location owned or rented by an individual where the end use of the service is primarily for the domestic heating, cooking, lighting, and general purposes of the inhabitants of the dwelling. It shall include any private garage adjacent to, connected with and used exclusively by the resident. Each single family dwelling must have a separate meter.
- B. Small Commercial Service means service at a single point of connection, to any business enterprise, institution or organization that requires service less than 50 kVA of transformer capacity.
- C. Small Commercial Service (Demand) means service at a single point of connection, to any small commercial enterprise that requires service of less than 50 kVA of transformer capacity, but has a monthly non-coincidental peak (NCP) greater than 50 kW.

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- D. Large Power Service means service at a single point of connection to any Consumer using service primarily for commercial or industrial use; and requires 50 kVA or more of transformer capacity.
 - E. Combination Residential and Small Commercial Service occurs when a Member or Consumer has a residence and place of business on the same Premises. The Member or Consumer may receive service for both at a single point of connection through a single meter, if requested. The service shall be classified then as Small Commercial. If the Member or Consumer requests Residential Service for the residence, two meters will be required, one for the Residential Service and one for the Small Commercial Service.
 - F. Where Consumers are found to be classified incorrectly resulting in an improper rate, as the result of an investigation, made at Consumer's request or by routine inspection, the change of billing to the proper rate will apply to the bill for the month during which the misclassification is made unless it can be determined the exact date the change of billing should have applied.
 - G. Required Transformer Capacity. The term "required transformer capacity" used in connection with determining the minimum bill under the Large Power Service Rate Schedule, or in distinguishing between the use of the Small Commercial Service and the Large Power Service, means the capacity required to supply the Consumer's load, rather than the capacity installed. The Cooperative may find it convenient or advisable to install larger transformers than actually required, where two or more Consumers are served from the same transformer capacity.
- V. Point of Delivery
- A. The Point of Delivery of electric service shall be the point at which the lines of the Cooperative connect to the lines of the Consumer. This is generally the point of metering electricity from the Cooperative to the Consumer. Location of the Point of Delivery will be designated by an authorized employee of the Cooperative. It will be the Consumer's responsibility to provide a location for the Point of Delivery that provides reasonable access for construction and maintenance purposes, and allows for compliance with applicable electric codes.
- VI. Consumer's Wiring and Equipment
- A. Consumer's Installation
 - 1. All electric wiring and equipment installed on the Consumer's side of the Point of Delivery shall be at the Consumer's expense and shall be installed and maintained in accordance with the requirements of the National Electrical Code, the National Electrical Safety Code, and the Cooperative.
 - 2. The Cooperative shall not be responsible for any loss, injury, or damage, resulting from defects in electrical wiring or equipment on the Consumer's Premises. The Cooperative also shall not be responsible for

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any waste of electricity caused by accidental grounds or other conditions existing in the Consumer's wiring or apparatus.

3. The Cooperative, in its discretion, may refuse to connect a Consumer when it believes that any installation on the Consumer's Premises is unsafe.
4. Before connection of service, if covered by a local building code, the Consumer's installation must be approved by the Inspection Authority. The Cooperative shall not be under any obligation to inspect wiring or appliances of the Consumer.
5. The Consumer shall be responsible for notifying the Cooperative of any plans for adding appliances, equipment, and/or motors, which might overload or impair the electrical service or the facilities of the Cooperative. It is recommended that, in the installation of a wiring system, the Consumer give consideration to all foreseeable future use and install service entrance conductors and equipment of such capacity as to carry the maximum anticipated future load.

- B. The Cooperative has established a Line Extension Policy dated June 1, 2009, as may be amended from time to time by the Board, providing procedures to cover all classes of electrical service in a way that preserves the Cooperative's assets, and has an equitable affect upon Cooperative members within each rate class.

VII. Limit of Liability and Responsibility

The Consumer assumes full responsibility for all electric energy furnished to the Consumer at and past the Point of Delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for personal injuries, including death, and property damage occurring upon the Premises of the Consumer or Member arising from electric power and energy delivered by the Cooperative unless (i) the negligence of the Cooperative was the sole proximate cause of injuries, including death, to the Consumer or Member or to any other person; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (negligence of the Cooperative independent of and unrelated to the maintenance of the Cooperative's equipment or any condition on the Member's or Consumer's Premises.

VIII. Consumer's Responsibility

A. Nature of Service

The Consumer shall be responsible for the maintenance and repair of the Consumer's wiring and equipment. Consumer is warned of the risk of personal injury and property damage, including but not limited to the possibility of fire or personal injury resulting from improper wiring, attachment, or improper use and maintenance of electric appliances, fixtures and apparatus, and is advised to only

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allow experienced and capable electricians, to install or make any changes, alterations, additions, or repairs to any part of Consumer's Premises.

B. Changes in Consumer's Wiring and Equipment

The equipment supplied by the Cooperative has a definite capacity. Therefore, the Consumer shall be responsible for notifying the Cooperative in writing before any change is made in the load characteristics or change of the purpose, or of location of the current installation. Failure to give such notice shall render the Consumer liable for any damage to meters or accessories, transformers, or wires of the Cooperative, caused by the additional or changed installation.

C. Safekeeping

The Consumer shall be responsible for the safekeeping of all Cooperative property installed on the Consumer's Premises. The Consumer shall not provide access to the Cooperative's property to anyone other than Cooperative employees or agents. The Consumer may be liable for the cost of repairs or damage done to the Cooperative's property on the Consumer's Premises resulting from the negligence or misuse by anyone other than Cooperative employees and/or its agents.

D. Tampering

If the Cooperative's meter or property is tampered with or interfered with, the Consumer being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service rendered but not registered on the Cooperative's meter, and for replacements and repairs as necessary, as well the cost of inspection, investigation, protective installations or such other charges as may be assessed by the Cooperative pursuant to the then current Tampering Policy dated November 15, 1979, as amended on February 21, 2005, and which may be amended from time to time, by the Board. The Cooperative reserves the right to disconnect service until the above charges are recovered. The Cooperative also reserves the right to notify the appropriate criminal law enforcement agency whenever the Cooperative believes that its equipment has been tampered with or damaged.

E. Reporting Outages

The Consumer should notify the Cooperative as soon as possible of any interruption in service or abnormal service. Should the Consumer report trouble with the supply of electricity, the Cooperative will endeavor to respond with reasonable dispatch to such calls with the purpose of correcting only such trouble as may be in the Cooperative's equipment supplying the Consumer. If after investigation, it is determined that the Cooperative's equipment is not at fault, the Consumer may incur a service charge in accordance with the Standard Rate Schedule.

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IX. Access to Premises

Duly authorized representatives of the Cooperative shall have the right of ingress to and egress from the Consumer's Premises at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, or any other purpose incidental to supply or disconnecting electricity. The Cooperative shall have the right to discontinue the supply of electric service at anytime whenever such access is denied.

X. Continuity of Service

A. Regularity of Supply

The Cooperative will use reasonable diligence to provide and maintain uninterrupted service to Consumers. The Cooperative shall not be liable for damages, direct or consequential, to Consumers resulting from interruptions, cessations, deficiency, variations in voltage, or any other failure or reversal of electric service, resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of the Court, or other acts reasonably beyond the control of Cooperative.

B. Notice of Trouble

1. The Consumer shall give immediate notice at the office of the Cooperative of any interruptions, irregularities, or unsatisfactory service, and of any defects known to the Consumer.
2. The Cooperative may, at any time it deems necessary, suspend the supply of electrical energy to any Consumer or Consumers for the purpose of making repairs, changes, or improvements upon any part of its system.
3. The Cooperative shall make an effort to furnish reasonable notice of such discontinuance to Consumers, where practicable.

XI. Cooperative's Right to Discontinue Service Without Notice

A. The Cooperative reserves the right to discontinue the supply of Electric Service to any Consumer without notice for any of the following reasons:

1. For fraudulent representation as to the use of Electric Service.
2. For defects or hazardous conditions in Consumer's equipment.
3. For repairs or emergency operations.
4. For unavoidable shortages or interruptions in the Cooperative's source of supply.
5. Whenever necessary to protect Cooperative from fraud or abuse.

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6. Upon cancellation of a contract.
7. For tampering with the Cooperative's regulating or measuring equipment or other Cooperative property.
8. If entry to its meter or meters is refused or if access is obstructed or hazardous.

B. With Written Notice

The Cooperative reserves the right to discontinue service to any Consumer for any of the following reasons:

1. Failure to comply with these Terms and Conditions of Service.
2. Failure to pay bills for electric service.
3. Failure to pay any required deposit.
4. Failure to comply with the terms of any payment agreement, contract, or Agreement for the Purchase of Electric Distribution Service;
5. Failure to correct any safety hazard having to do with electric service which the Cooperative has determined to be serious.
6. Failure to correct violations of the National Electrical Safety Code and/or the American National Standard Code for Electricity Metering caused by changes in the structure or grade.

Notice of discontinuance shall be considered given to a Consumer when a copy of such notice is personally delivered to the Consumer, left at the service location on the current electric bill, posted in the United States mail to the Consumer's last known address shown on the records of the Cooperative, or when sent by electronic mail to the address shown on the records of the Cooperative.

C. Disconnections for Non-Payment

All bills presented for payment become delinquent ten (10) days from the date of mailing or as stated on the bill. The Cooperative may discontinue service and remove the meter for such delinquency as provided in the Cooperative's Disconnect Policy dated May 23, 2005, as amended on June 25, 2019, and as may be amended from time to time, by the Board.

D. At Consumer's Request

The supply of electricity will be disconnected to any Consumer within a reasonable time after a written or verbal request from the Consumer to the Cooperative. Disconnection at the Consumer's request does not relieve the Consumer of any obligation owed to the Cooperative. The Consumer remains liable for electric service until the meter is read and disconnected. If a Consumer fails to give notice that Consumer is vacating the Premises, any other person using the service without first notifying the Cooperative, may be held liable for the portion of service used if amount can be determined. This does not relieve the

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Consumer of any liability. Any portion paid will be credited to the amount owed by Consumer.

XII. Temporary Connection of Electric Service

Upon the request of a Consumer for temporary connection of service to an existing service location, the Cooperative will connect a residential consumer under the following conditions. The Consumer will not be required to pay any additional connect or disconnect fees or any security deposit other than as described in this section:

- A. The Consumer pays in full and in advance the Temporary Connect Fee as described in the Cooperative's tariffs, and
- B. The Consumer agrees and understands that service will be connected for a maximum of 2 working days, and
- C. The Consumer is requesting service to an existing residential service, and
- D. The Consumer is a member of the Cooperative; or a building contractor; or a property management entity with a satisfactory payment history or arrangements, and
- E. Connecting the Consumer requires no effort other than installing a meter and energizing a service. If any construction or repair is required in order to safely provide service as per the Cooperative's Terms and Conditions of Service, connection under this section is prohibited and the Consumer shall request service under the standard terms and conditions.

XIII. Reconnection of Electric Service

If electric service is discontinued for any reason provided in these Terms and Conditions, the Consumer shall comply with all Terms and Conditions of Service before the service is reconnected. The Cooperative shall have a reasonable period of time in which to reconnect the Consumer after the Consumer has corrected all unsatisfactory conditions or the events which caused the disconnection.

- A. Reconnection Charge
 - 1. If service has been discontinued because of nonpayment of a bill, or for a violation of the rules of the Cooperative, the Consumer shall pay all delinquent bills, a Collection Fee and a Reconnection Fee before service will be re-established.
 - 2. If a delinquent bill is collected and service is not disconnected, a Collection Fee will be required.
 - 3. If only one trip to the Premises is required for collection and reconnection, there shall be one Collection Fee for these services. The Cooperative shall restore service within a reasonable time during normal working hours. Consumers who pay all charges and fees before 4:00 p.m. (Monday - Friday) may be reconnected on that day. This charge will be

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determined in accordance with the Cooperative's Standard Rate Schedule.

4. Consumers who require reconnection after regular working hours will incur an after hour's reconnection charge. Consumers who pay all charges and fees after 4:00 p.m. (Monday - Friday) may be reconnected on that day at Consumer's expense based on a regular work hour's reconnection charge in addition of any charges determined in accordance with the Cooperative's Standard Rate Schedule.

XIV. Settlement Of Charges And Fees

- A. Unless the Cooperative, in its absolute discretion, agrees otherwise, any electric service disconnected for nonpayment shall not be reconnected until full payment is received for:
 1. All obligations to date;
 2. A reconnection charge or any applicable fees; and
 3. Any required deposits.
- B. The Cooperative may refuse to accept a personal check from any Consumer, including but not limited to, those Consumers who have paid the Cooperative with a personal check that was returned to the Cooperative unpaid by the Consumer's bank.

XV. Use of Electric Distribution Service

- A. Cooperative as Sole Provider

No other source of supply of electricity shall be introduced or used by Consumer in conjunction with service supplied by the Cooperative, without the written consent of the Cooperative.
- B. Only for Premises

The Cooperative will furnish electricity to the Consumer for use only on the Premises identified in the *Application for Membership and Agreement for Purchase of Electric Service*.
- C. Resale of Service

All purchased electric service on the Consumer's Premises shall be supplied exclusively by the Cooperative, and the Consumer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service, or any part thereof.
- D. Notification and Approval of Unusual Equipment Added by Consumer

The Consumer shall notify and obtain the consent of the Cooperative before the addition of any unusual equipment or appliances. Such unusual equipment

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includes, but is not limited to: single phase motors over 10 horsepower, three phase motors, generators or automated process' equipment, and welders. The Cooperative reserves the right to charge for any in-depth studies required in order to determine the effect of the apparatus on the Cooperative's system. The Cooperative reserves the right to refuse to supply electric distribution service to any piece of equipment whose operation is considered to be a safety hazard or detrimental to the Cooperative's electrical system or any of its Consumers. Furthermore, the Cooperative reserves the right to discontinue electric distribution service to any Consumer operating such equipment until such time as the Consumer conforms to the Cooperative's regulations.

XVI. Consumer Generating Equipment

A. Interconnection

1. A double-throw switch, or other Cooperative approved disconnecting device, must be used to prevent possible injury. Installation of such disconnection device is subject to the inspection and approval of the Cooperative.
2. Detailed plans showing the equipment to be used, the load transfer arrangement and the electrical connections should be submitted to the Cooperative for prior approval.
3. Where auxiliary service is provided by the Cooperative, or where an emergency source of supply is provided by the Consumer, parallel operation of the Consumer's generating equipment with the cooperative's system is not allowed, unless expressly approved in advance by the Cooperative.
4. Co-Generation and Small Power Production Facilities - Any qualifying co-generation or small power production facility as designated by the Federal Energy Regulatory Commission (FERC) shall be dealt with in accordance with applicable FERC orders and legal and regulatory standards.
5. Net Metering Consumer - Any qualifying net metering Member shall be dealt with in accordance with the Cooperative's Policy on Distributed Generation Procedure & Guidelines Manual for Members dated June 2020, as may be amended from time to time by the Board and applicable legal and regulatory standards.

XVI. Suitability of Apparatus to be Added

The Cooperative reserves the right, but shall not have the duty, to determine the suitability of any apparatus, or appliance to be connected to its lines, and to determine whether the operation of such shall be detrimental to its general supply of electricity. The Cooperative further reserves the right to refuse to supply, or to discontinue the supply of electricity until such time as the Consumer shall conform to the Cooperative's regulations.

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XVII. Interruption of Service

The Cooperative cannot guarantee uninterrupted service. It is the Consumer's responsibility to provide protection for electric motors, apparatus, wiring and other equipment from the effects of unavoidable interruption or abnormal service supply conditions, such as low voltage, high voltage, single-phasing, lightning damage or frequency change. The Cooperative is not responsible for losses experienced by the Consumer due to failure to provide such protection. Without liability to the Cooperative, service may be interrupted or become abnormal because of any of the following causes:

- A. Storms, accidents, equipment failure and/or acts of God.
- B. Failure of the power supplier, shortage in power supplies or capacity, which may necessitate reduction in service or the implementation of rotating blackouts.
- C. By order of governmental authorities.
- D. To make repairs or reduce the duration of interruptions or to prevent damage to the Cooperative's or the Consumer's equipment.
- E. Civil disorder, strikes, or other labor trouble, riot, insurrection, war, or fire.
- F. For other circumstances when the Cooperative believes it is necessary to de-energize part of its facilities for the protection of the public, its employees, or its distribution system.

XVIII. Extension of Facilities

A. General

The policy of the Cooperative is to furnish adequate distribution electric service to all qualified Consumers and Members within the Cooperative's service area. The extension of electric service is performed as provided in the Line Extension Policy, adopted by the Board on June 1, 2009, as amended on November 26, 2019, and as may be amended from time to time, by the Board; and attached to these terms and conditions of service. The following describe guidelines of the Line Extension Policy.

- 1. Applications for service which requires an extension to be constructed will only be accepted, subject to delays, in obtaining a satisfactory right of way.
- 2. The standard construction practices of the Cooperative shall be designed for the most economical and cost effective installation. Normally this is overhead construction. The Cooperative reserves the right to install underground line facilities when it determines it is in the best interest of the Cooperative.
- 3. The Cooperative shall not be required to make any electric line extension until the Applicant has signed all applications and/or agreements and fulfilled such other conditions for the connection of electric service as may

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be required by the Cooperative, including, but not limited to the payment of the estimated cost of construction, as defined in the Line Extension Policy. This payment shall be received by the Cooperative as a contribution in aid of construction and shall not entitle the Applicant to ownership of any part of such facilities.

XIX. Meters and Metering

A. Ownership and Location

Meters and metering equipment used to measure the energy delivered from the facilities of the Cooperative to the Consumer's Premises will be installed and owned by the Cooperative. The Cooperative shall furnish the meter socket up to 200 amp rating. At the Cooperative's discretion it may require the Consumer to provide a meter socket approved by the Cooperative, which shall be installed by the Consumer as a part of the service entrance. The Cooperative shall have clear and unrestricted access to its metering equipment.

B. Separate Meters for Each Service

Each Point of Delivery shall have a separate meter and be charged accordingly. The Cooperative will not combine meter readings for the purpose of giving the Consumer a lower rate unless provided in the Cooperative's Standard Rate Schedule.

C. Incorrect Register, Connection of the Meter of Multiplier on Meters

If a meter is found to have an incorrect register, location, connection, multiplier or constant, the error shall be corrected. Where the error is adverse to the Consumer, the Cooperative shall refund the excess charged for the amount of electricity incorrectly metered for the period of time the meter was used in billing the Consumer. Where the error is adverse to the Cooperative, the Cooperative shall charge the Consumer the undercharge for the amount of electricity incorrectly metered for the period of time the meter was used in billing the Consumer, and, if necessary, the Cooperative shall receive payment in installments over a reasonable period of time.

D. Periodic testing

Periodic tests of meters used to measure energy delivered to Consumer will be made in compliance with The American National Standards Institute (ANSI). A more frequent periodic testing schedule may be instituted if deemed necessary by the Cooperative.

E. Meter Testing on Request of Consumer

The Cooperative will test a Consumer's meter upon request and receipt of payment of the Meter Testing Fee as set forth in the Cooperative's Standard Rate Schedule. The Meter Testing Fee will be refunded to the Consumer if the results of the meter test reveal a meter error greater than 102% or less than 98% of actual consumption and the Consumer's bill will be adjusted as set forth below.

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The Consumer, or a representative of the Consumer, may be present when the meter is tested. Testing shall occur during the Cooperative's regular working hours.

F. Meter Inaccuracy

If a meter used to measure electric power and/or energy delivered to a Consumer's premise is tested and found to be inaccurate by an amount in excess of two percent, whether or not the inaccuracy is in the Consumer's favor or disfavor, the Consumer or the Cooperative may require that an adjustment to the bills be made. All adjustments due to meter inaccuracies will be in accordance with the condition of the meter as it was found when tested. If there is an event from which the Cooperative is certain that the meter inaccuracy is deemed to have begun, the adjustment to the bills may be made back to the time of that event or as limited by current state statute or regulation. If no such event is apparent, then bills may be adjusted for the preceding billing periods not to exceed three (3) months. The effect of the adjustment will be rendered to the Consumer as an appropriate credit or debit entry on the Consumer's subsequent statement for electric service. Upon receipt at the Cooperative office of a written request of a Consumer, the Cooperative shall, within twenty days, test the accuracy of the meter through which the Consumer is being served.

G. Charge for Sealing Meters

A Meter Seal Fee will be assessed each Consumer whose meter seal is found to be broken in accordance with the Cooperative's Standard Rate Schedule.

XX. Billing

A. Billing Period

Unless Consumer is signed-up on a Residential PrePay Service account, bills for regular service will be rendered monthly and shall be due 10 days after the bill is mailed or as stated on the bill.

Bills for special, or short term service, including the cost of connecting and disconnecting, may be rendered at the discretion of Cooperative, and shall be payable on demand. All bills for regular services are payable monthly, during business hours at the office of the Cooperative or at such other places as may be designated by the Cooperative.

When the Consumer requests discontinuance of service, all final bills shall be processed and billed thirty (30) days from the first of the month following. All bills are due to be paid at the office of the Cooperative or an authorized Cooperative collection agency within the time specified above.

B. Prompt Payment

1. Any Consumer paying bill for electric service within the period specified in the applicable rate schedule shall be entitled to pay the net amount as set forth in the schedule under which service is supplied, provided Consumer

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is not delinquent on any previous bill.

2. Failure to Receive a Bill

Failure to receive bill will not entitle Consumer to discount or to the remission of any charge for non-payment within the time specified.

3. Other Adjustments of Bills

Other appropriate adjustments in meter readings and on bills rendered for electric energy may be made under the following circumstances:

- (a) When meter readings are discovered to be incorrectly ~~reported~~.
- (b) For estimated readings that are later found to vary considerably from the actual usage.
- (c) Where there is a change of residents at a location without the meter being removed and there is a question about the final or beginning readings.
- (d) Adjustments as defined in tariffs.

XXI. Charges For Work On Consumer's Premises

It is not the policy of the Cooperative to perform work for any Applicant or Consumer that is not the responsibility of the Cooperative. In the Cooperative's discretion, however, such service may be provided to assist the Applicant or Consumer, at the Applicant or Consumer's expense.

XXII. No Limitation on Liability

Nothing in these Terms and Conditions shall relieve an Applicant or Consumer of the obligation to pay the Cooperative under any written contract.

XXIII. Notices

- A. Whenever these Terms and Conditions provide that written notice be given or sent to the Cooperative, such notice, shall be hand delivered or mailed United States Mail, postage prepaid, to the Cooperative's corporate offices postage prepaid.

Whenever these regulations provide that notice be given or sent to the Consumer or residence of the Consumer, such notice, shall be personally delivered to the Premises or mailed to the address United States Mail, postage prepaid, to the last known address for the Consumer in the Cooperative's records.

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XXIV. No Prejudice of Rights

- A. The failure by the Cooperative to enforce any of these Terms and Conditions shall not be considered a precedent for any other matter and shall not be deemed a waiver.
- B. Exceptional Cases - The usual supply of electric service shall be subject to these Terms and Conditions; however, where special service-supply conditions or problems arise for which provision is not otherwise made, the Cooperative may modify or adapt its supply terms to meet the peculiar requirements of such cases.

XXV. Modification of Terms and Conditions of Service

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