

Lincoln Electric Cooperative, Inc.

Rules and Regulations

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I. GENERAL TOPICS

A. Preface (9/21/20)

Lincoln Electric Cooperative, Inc. (the Cooperative) has developed these Rules and Regulations to assist members, builders, electrical trades people, and Cooperative employees in applying and administering a uniform set of service standards. These Rules and Regulations are designed to provide equitable service to all members.

B. Adoption (1/1/99)

These Rules and Regulations are adopted by the Board of Trustees of the Cooperative in compliance with the Cooperative Articles of Incorporation and By-Laws.

C. Revision of Rules and Regulations (1/1/99)

Revision of these Rules and Regulations is accomplished only by an action of the Board of Trustees of Lincoln Electric Cooperative. These Rules and Regulations cancel and supersede all previous Rules and Regulations.

D. Conflict with By-Laws, Policies, or Contracts (1/1/99)

In the event questions or conflict arise between any provisions of these Rules and Regulations and a particular By-Law, Board Policy or any contract approved by the Cooperative, the provisions of the particular By-law, Policy or contract apply.

E. Applicability of Rules and Regulations (1/1/99)

These rules and regulations apply to services rendered by the Cooperative. If, for any reason, any rule or regulation contained herein is invalidated, it shall in no way invalidate the remaining rules and regulations.

F. Contact With The Cooperative (9/21/20)

The Cooperative's regular business hours are 7:00 a.m. to 5:30 p.m., Monday through Thursday, excluding major holidays. Members outside the local exchange may use our toll-free number, (800) 442-2994. Regular local calling daytime number or after hour messages may be left on : (406) 889-3301. Members may also contact us by going to www.lincolnelectric.coop. All members are invited to attend the monthly Board Meetings and/or the Annual Meeting. Monthly Board Meetings are the third Monday of each month at 6:00 p.m. in the Conference Room of the Cooperative.

G. Notice of Trouble (9/21/20)

All members are encouraged to contact the Cooperative whenever service is interrupted or unsatisfactory. Members should notify the Cooperative whenever defects, trouble, accidents, or potentially hazardous conditions are observed. This prompt notification of trouble will allow the Cooperative to continue to provide reliable service for all members. The only way to report outages, trouble, or safety hazards is by calling the Cooperative at 406-889-3301 or 800-442-2994. The Cooperative maintains a twenty-four hour a day, seven day a week service to respond to any type of system trouble.

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H. Member Responsibility for Power Outages (2/21/00)

If a power outage occurs, the member should attempt to determine if the outage is caused by failure of the member's equipment or of the Cooperative's equipment. If the member determines the fault to be the Cooperative's responsibility, the Cooperative will send a crew out to investigate the reported outage. If the cause of the outage is determined to be the failure of the Cooperative's equipment, the Cooperative will correct the problem and restore service as quickly as possible. However, if the cause of the outage is determined to be in the member's portion of the service, the member will be charged for the crew's visit to the member's service location (see Schedule of Fees and Charges).

I. Member Complaints and Disputes (7/18/05)

Member Complaint Resolution. Whenever a member has a dispute with the Cooperative, the member should request the Cooperative to investigate the grounds for dispute. The Cooperative will investigate the dispute and notify the member, within 30 working days, as to the results of the investigation. Any member who is not satisfied with the response may present his case to the Cooperative Board of Trustees at any regularly scheduled Board Meeting.

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II. ESTABLISHING MEMBERSHIP

A. Membership (8/20/07)

1. Membership Requirements. Since the Cooperative is a non-profit, member-owned cooperative corporation, membership in the Cooperative is a necessary prerequisite to receiving service. Membership requirements are outlined in Article 1 of the Cooperative By-Laws.
2. Membership Application Signature. All membership applications must be signed by an authorized person.
 - a. Single memberships; signed by the applicant.
 - b. Joint memberships; signed by both applicants.
 - c. Partnership memberships; Signed by authorized partner with proof of authorization (partnership agreement, etc.).
 - d. Corporate memberships; Signed by authorized officers with proof of Corporation.
 - e. Political Body memberships; Signed by authorized individual with proof of authorization from political body.
 - f. Un-Incorporated Non-Profit Service Organization; Signed by authorized individual with authorization from organization.
3. Conversion of Membership. A single membership may be converted to a joint membership and vice versa per Article 1, Section 4 of the Cooperative By-Laws.

B. Application for Membership (9/21/20)

1. Proof of Identity. The Cooperative may require a new applicant for membership to appear at the Cooperative's office to produce proof of identity and complete the Cooperative's application form. Acceptable identification can be in the form of any photo-bearing identification (i.e., driver's license or passport) or two other types of identification (i.e., social security card, major credit cards, birth certificate, etc.). However, the Cooperative may accept applications filed by an authorized representative of the applicant, over the phone, or by mail at its discretion.
2. Information Required from Each Applicant. The Cooperative will request from each new applicant the following minimum information on a membership form:
 - a. Name of applicant(s).
 - b. Birthdate(s).
 - c. Service address or location and telephone number.
 - d. Billing address and telephone number, if different than service address.
 - e. Address where service was provided previously.

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- f. Social Security or tax ID number.
 - g. Date when applicant's service should be connected.
 - h. Statement as to whether applicant is owner, tenant, or agent for the service premises; tenant, name, address and telephone number of owner or owner's agent should be supplied.
 - i. Information concerning the purpose for which service is to be used, including the anticipated energy and demand requirements of the member.
 - j. Type of life support equipment, if any, used by the member or by a resident at the service premises.
 - k. The name and address of any third party the member wishes to designate to be notified under Section VI, Paragraph D of these Rules and Regulations.
3. Additional Information. In addition to the information required by Paragraphs 1 and 2 of this section, the member shall provide such other information as may be reasonably required by the Cooperative.
 4. Applicant Responsibility for Service Entrance Equipment. The Cooperative will not connect any service unless approved service entrance equipment is installed and available for connection. If a Cooperative work crew or Cooperative contractor is required to return to an applicant's job site due to the member's failure to provide appropriate facilities, the member will be responsible for all actual charges associated with additional trips.
 5. Service Connection Time to Existing Facilities. The Cooperative will establish service to existing facilities within three working days following a request by an applicant who has been accepted for service by the Cooperative and where the Cooperative needs only to install a meter, read a meter or turn on the service.
 6. After Hours Service Connection. If an applicant requests service connection during a period other than regular working hours, the Cooperative will impose an after-hours connect charge for the service connection. See Schedule of Fees and Charges.

C. Refusal of Service (9/21/20)

The Cooperative may refuse to provide service if any of the following conditions exist:

1. An applicant falsifies any information relied on by the Cooperative to approve service and fails to subsequently correct the falsification with documentation acceptable to the Cooperative;
2. An applicant has an outstanding amount past due to the Cooperative for electric utility service and has not made arrangements acceptable to the Cooperative for payment of the outstanding balance;
3. An applicant who is believed to be applying for service which will provide benefit for someone who has an outstanding debt to the Cooperative;

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4. A condition exists or would exist upon connection of service at the service premises which the Cooperative believes is unsafe or hazardous to an applicant, a member of the public, the Cooperative's personnel or facilities or the integrity of the Cooperatives energy delivery system;
5. An applicant does not meet the credit criteria deemed acceptable by the Cooperative. More details are available in Paragraph D of this section.
6. An applicant refuses to furnish funds, services, equipment, or rights-of-way which have been specified by the Cooperative in its By-Laws, Rules & Regulations, or other policy, as a necessary condition;
7. An applicant refuses to furnish an easement providing a suitable right-of-way for distribution lines needed to reach the applicant's premises, or refuses to provide easement so that another applicant may receive power;
8. The applicant refuses or fails to become a member of the Cooperative in accordance with the Cooperative's By-Laws.

D. Deposits (9/21/20)

1. General Requirements. Except as provided below, a deposit is required by the Cooperative before service can be initiated for a member. The deposit amount will be determined by assessing the credit risk associated with all applications for new or continued service. The amount of the deposit is also determined by the class of service the member will be billed under (see Schedule of Fees and Charges). Members enrolled in the Flex Advantage program will not need to provide a deposit.
2. Residential/Small Commercial (sole proprietorship) Service Applicants.
 - a. Applicants who pose low credit risk (Green Light returned on the ONLINE Utility Exchange) will not be charged a deposit.
 - b. Applicants who pose substantial credit risk (Red or Yellow Light returned on the ONLINE Utility Exchange) will be charged a deposit as outlined in the Schedule of Fees and Charges. An applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, belonging to a person other than the applicant or is fraudulent shall be required to provide a valid social security number as well as additional proof of identity i.e. valid drivers' license, Social Security Card, etc. before service will be activated. Also, the Cooperative may forward the information to local authorities at its discretion.
 - c. Applicants who do not provide their social security number are seen to pose a greater credit risk and shall be charged the maximum deposit.
3. All Other Service Applicants. Applicants will be charged a deposit as outlined in Schedule of Fees and Charges.

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4. Waiver of Deposit. The Cooperative will waive a deposit for electric service if the applicant is able to meet any of the following requirements:
 - a. The applicant has previously established a good credit history with the Cooperative by receiving similar service from the Cooperative. A good credit history is defined as having no more than one past due bills at the time of billing for a twelve-month period, and who has not issued an NSF check to the Cooperative; or
 - b. An established Community Service Organization who is seeking service for a limited time during a specific community event or
 - c. Members enrolled in the Flex Advantage – prepay billing account.
 5. Adjustment of Deposit. If a disconnect has been initiated due to non-payment, the member must pay a maximum or additional deposit to continue service. LEC reserves the right to adjust deposit amounts at any time if the current deposit held by LEC does not cover the highest bill amount in the last 12 months multiplied by two and a half.
 6. Refund of Deposit. The Cooperative will refund or apply deposits after:
 - a. 12 months of continuous payments with no more than one past due bill during the period; or
 - b. When the membership is terminated. Upon disconnect of the service, the deposit will be applied to the final bill. Remaining credit will be issued by check within 30 days of the final billing. If the deposit is not enough to cover the final bill, the member will be liable for any outstanding balance.
- E. Connect Fees (2/21/00)**
1. Initial Connect. The Cooperative does not charge a connect fee the first time a service is put into a member's name unless the member requests the service be connected after regular office hours.
 2. Reconnects. If a member disconnects a service or is disconnected for non-pay, and then reconnects at the same location, they will pay a reconnect charge as shown in Schedule of Fees and Charges.

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III. SERVICE CONNECTIONS

A. Electric Service (3/20/06)

General Information. The Cooperative is an electric utility whose main purpose is to produce or acquire electricity and provide electric distribution service to its members. All electric service is delivered at 60 Hertz (cycles) from the integrated electrical transmission and distribution network.

B. Permanent Service (1/1/99)

The Cooperative reserves the right of final determination of whether a service will be classified "permanent." All facilities will be designed and installed in accordance with applicable engineering codes, standards, and practices for the class of service offered.

C. Temporary Service (9/21/20)

1. Duration of Temporary Service. Temporary service will not continue longer than 12 months unless the Cooperative has approved an extension of time for temporary service or application for permanent service has been made by the member.
2. Payment of Costs. An applicant for temporary service shall pay the total cost of installing and removing the facilities necessary to furnish the desired service in advance of receiving the service.

D. Connection of Service (9/21/20)

1. Authorization. Connection will be made only when the member has satisfied all required pre-conditions of service stipulated herein. All orders for connection of electrical service must be executed by the applicant or by an applicant's attorney-in-fact, legally-authorized agent, by an officer, agent or authorized employee of an organization, cooperative, corporation, political body or government agency, or by either applicant in the case of joint membership. In the absence of any of the above, the Cooperative can authorize necessary connections.
2. Service Entrance. All service entrances must conform to local, state, and national electrical code specifications.

E. Wiring and Equipment Standards (9/21/20)

1. Wiring and Metering. It is the member's responsibility to install and maintain all wiring and equipment beyond the agreed point of delivery. This includes the necessary meter socket (s) appropriate for the member's electrical needs. If instrument transformers supplied by the Cooperative are required, the member will provide the necessary space for mounting these devices as specified by the Cooperative's Engineering Department. The Cooperative may furnish meter sockets for instrument rated metering. The Cooperative will install and maintain meters and special monitoring equipment as needed.

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2. Main Disconnect. All services are to have a means of main disconnect accessible to Cooperative personnel, located either on Cooperative facilities or on the outside of buildings or structures. The Cooperative reserves the right of final determination of the main disconnect location.
3. Protection. The Cooperative cannot guarantee normal operating standards at all times due to conditions or circumstances beyond the Cooperative's control. The member is responsible for providing suitable protection against phase failure, excessive voltage fluctuation or any other power quality issue that might reasonably arise.
4. Emergency or Standby Generators. Permanent or portable generators shall not be connected through wiring internal to the member's home, business or any other structure that the Cooperative provides electrical service to, unless the connection is made through a GenerLink collar or a permanently installed DOUBLE-POLE DOUBLE-THROW transfer switch. The transfer switch shall be designed and installed so the generator cannot be connected to the Cooperative's system in any mode of operation. When the switch is in the position that disconnects the Cooperative's service, it must have a visible opening and be lockable in that position. Compliance with these provisions is necessary to prevent serious or possibly fatal accidents to Cooperative personnel, as well as the public. All transfer switches and/or transfer operating schemes must meet applicable building and electrical codes and be inspected by the appropriate government electrical inspector. The Cooperative also may require an inspection be made by Cooperative personnel prior to operation of the member's generator. Output from member emergency or standby generators will not be considered for the purpose of net metering, qualifying facilities (QF) power purchase or wheeling.
5. Codes and Standards. All wiring shall comply with local, state, and national electric code standards. The Cooperative is not, in any way, liable for any damage or accidents to the member or third parties due to contact with, or failure of, member-owned installations. The member is responsible for installing and maintaining all inside wiring including the service entrance.

F. Service Locations (11/16/09)

1. Service to Property and Parcels. Service and metering equipment will be installed on the applicant's property at a location determined by the Cooperative.
2. Service to Primary Dwellings and Businesses. Each primary living dwelling is required to have an individual metered service. Determination of primary dwelling and/or business structures will be at the discretion of the Cooperative.
3. Apartments or Condominiums. Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point. Each separate residential unit within the building will be metered separately. Master metering will be permitted at the discretion of the Cooperative. Laundry, furnaces and other common or joint-use equipment will be metered and charged according to appropriate rate schedules.

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4. Motel and Hotel. Service will be supplied to only one location for each building. All metering and service entrance equipment will be located at this point.
5. Townhouses. Service for townhouses can be supplied under the provisions of Paragraph 1 of this section. Alternatively, service for townhouses can be supplied to individual units if these properties are individually platted. However, an approved and recorded plat must be on file before service can be constructed.
6. Commercial and Office Buildings. Service for commercial or office buildings will be supplied to only one location for each commercial or office building. All metering and service entrance equipment will be located at this point.
7. Single-Phase/Three-Phase Limitations. Based on load requirements, the Cooperative reserves the right to limit single-phase distribution service at any one location to less than 100 kVA transformer capacity. Installations of greater than 100 kVA may require three-phase distribution.

G. Service for Mobile Home Courts (9/21/20)

1. Master Metering. No Mobile Home Courts may use master metering.
2. New Services. New Mobile Home Courts will be connected as provided in Board Policy #302 - Line Extension Policy.

H. Service for R.V. Parks (2/21/00)

All R.V. Parks will be master-metered when the park is owned by one person or represented by an association. Where each lot is owned outright and is not represented by an association, it will be individually metered and will be connected as provided in Board Policy #302 - Line Extension Policy.

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IV. ENGINEERING PROVISIONS AND SERVICE STANDARDS

A. Right of Access to Cooperative Facilities (1/1/99)

The Cooperative, through its authorized employees, shall have free access to its equipment for the purpose of reading meters and testing, repairing, or replacing any Cooperative equipment. If a member knowingly and continuously restricts reasonable access to the Cooperative facilities in any manner, the member will be responsible for payment of all resulting costs incurred by the Cooperative. Where access is so restricted, the Cooperative may terminate service after ten (10) days' notice to the member, in accordance with Section VI.

B. Attachment of Equipment or Material to Cooperative Property (1/1/99)

Permission from the Cooperative is required prior to the attachment of any equipment or material to any Cooperative property including poles, guy wires, equipment, or structures. Any unauthorized attachment is subject to removal at any time without notice. The Cooperative assumes no liability and will bear no responsibility for any unauthorized attachment to Cooperative facilities.

C. Unauthorized Usage (9/21/20)

Under Montana Code 45-6-301, it is presumed that a person intends to deprive the Cooperative of compensation for service from the Cooperative if:

1. The person possesses or has access to a Cooperative service metering device which is being used to meter service, but has been interfered with, bypassed or altered to inhibit or prevent the accurate measurement of usage without the permission of the Cooperative, or the person has access to a Cooperative line which has been tapped without the permission of the Cooperative, and;
2. The person receives electricity from unmetered service. The Cooperative expects compensation due for any service received by unauthorized usage.

D. Unauthorized Tampering with Cooperative Property (11/16/09)

1. Liability for Actual Damages. A person, whose acts result in damages to Cooperative property, shall be liable to the Cooperative in the amount required to repair the damages sustained. The damages covered by these provisions include, but are not limited to, the following:
 - a. Damages to property or materials belonging to the Cooperative.
 - b. Interference with the use of a Cooperative line or obstructs or postpones the distribution of service over a Cooperative line.
 - c. Procures or advises a third party to do damage to any Cooperative line.
 - d. Interference with or alters a meter or other device for the measuring of service from the Cooperative.
 - e. Repair or replacement of facilities related to tampering or theft.

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2. Liability for Treble Damages. Montana law provides a person who receives utility services for his own benefit or that of another by means of by-passing the meter, tampering with the meter or by any other means which precludes the utility services provided from being metered, may be liable to the Cooperative for the sum up to three times the reasonable value of the services actually provided and the costs of reasonable attorney's fees, expert witness fees and any other costs that may be incurred by the Cooperative in bringing a civil action. See Sections 69-4-11-3 and 69-4-1104 M.C.A.

The above remedies do not supersede or replace other remedies available to the Cooperative provided for in law or equity.

E. Member's Responsibilities for Cooperative Property (1/1/99)

The member is responsible for taking reasonable care to protect Cooperative equipment installed on the member's property, including, but not limited to, meters, wiring, transformers, outdoor lights, and other service-related equipment. In the event of loss or damage to Cooperative's property due to the negligence or willful conduct of the member, any member of the member's household or any guest of the member, the member will be liable for the full costs of repair to, or replacement of, the damaged equipment.

F. Member Responsibility for Phase Balance (1/1/99)

Except for three-phase, four-wire delta service, current imbalance between phase wires in any multi-phase service shall not exceed 10%. The member shall take corrective steps to return imbalance to 10% or less.

G. Member Responsibility for Increased or Highly Fluctuating Loads (9/21/20)

Any member shall give the Cooperative reasonable notice of any plans to increase a given load above the capacity of the Cooperative equipment installed to serve that particular location. If the member fails to notify the Cooperative of additional loads and such additional load damages the Cooperative equipment, the member may be liable for such damages and repairs or replacement of damaged equipment. The Cooperative may disconnect service, under Section VI, to a member who operates or adds any load that causes a large fluctuation in voltage, a significant disruption to the electric system or otherwise disturbs the service provided to other members.

H. Power Quality (5/16/11)

Where the member's use of electric service is intermittent or causes unusual fluctuations, including but not limited to harmonics, flicker, voltage dips and spikes, phase imbalances, or other detrimental effects on the service supplied to other members of the Cooperative, the Cooperative reserves the right to require the member to furnish, install, and maintain, at the member's expense, suitable corrective equipment which will limit such fluctuations or disturbances to the Cooperative's satisfaction. These fluctuations shall not exceed the recommended ANSI/IEEE Standards relevant to this service.

To limit harmonic voltage distortion, the member agrees to limit the harmonic load current distortion to the values specified in the most recent edition of IEEE – Standard 519 “IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems”.

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The Cooperative, upon request, may advise the member with regard to the use of corrective equipment necessary to limit voltage fluctuations and disturbances on the Cooperative's system or to improve the power factor of the member's load. The Cooperative shall not assume responsibility for the installation or maintenance of corrective equipment.

I. Member Responsibility for Load Protection (9/21/20)

The member is responsible for overload, short circuit, and phase failure protection of the member's own sensitive electronic equipment. Certain protective devices considered necessary for adequate motor protection are recommended hereunder:

1. Line Starting Protection. Any motor which, in starting, might be damaged by the full line voltage, requires some type of protective device to disconnect it from the line during interruptions in service, thus protecting the motor when service is restored. The Cooperative further recommends that such a device be equipped with a time delay mechanism so the motor will not be disconnected by momentary fluctuations in voltage which can damage it.
2. Overload Protection. Since the intense heat caused by overload might seriously damage the motor, the member should install a device that will disconnect the motor if overload occurs. Fuses, thermal relays, or circuit breakers, which are specifically designed to operate when excessive current occurs, are the devices used for this purpose. Where the member receives three-phase service, the Cooperative suggests that such protective devices be connected to all phases.
3. Single Phasing Protection. Where the member receives three-phase service, a relay should be installed which will disconnect the motor from all the lines in the event one phase of the line becomes open.
4. Reverse Phasing Protection. For three-phase installations of electric cranes, hoists, elevators, pumps etc, the member should install relays which will disconnect the motor from the line in the event of accidental phase reversal.
5. Surge Protection. Where a member has electronic equipment, they are strongly encouraged to install protection for that equipment.

J. Motor Loads (5/16/11)

Motors with a nameplate rating of less than 15 horsepower (hp) can be served with single-phase service. Motors of 15 hp or greater must be served with three-phase service. The Cooperative may require the member to install reduced voltage starting equipment and/or capacitors where across-the-line starting would cause excessive voltage disturbances. The Cooperative reserves the right to waive this requirement based on a Cooperative-approved engineering study.

K. Interruption of Service (9/21/20)

1. Cooperative Liability. The Cooperative will exercise reasonable care to provide adequate and continuous service. However, if the supply of service should fail, be interrupted, irregular or

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defective, the Cooperative shall not be liable for any resulting injury, loss, or damage except to the extent it is caused by the negligence of the Cooperative.

2. **Scheduled Outages.** The Cooperative also reserves the right to temporarily interrupt service to make system repairs or system upgrades. In the event such interruptions are required, the Cooperative will make efforts, where practical, to give advance public notice and schedule such interruptions to be as short as possible and at times of least inconvenience.
3. **Curtailment.** Should a serious power shortage develop for reasons beyond control of the Cooperative and should it become mandatory that the Cooperative place into effect a curtailment program, the Cooperative reserves the right to limit the use of electrical energy to such extent and duration as may become necessary.

L. Member's Equipment (1/1/99)

Neither by inspection, nor non-rejection, nor in any other way, does the Cooperative give a warranty, expressed or implied, as to the adequacy, safety or other characteristics of structures, equipment, wires, conduit, appliances or devices owned, installed or maintained by the member or leased by the member from third parties.

M. Consequential Damages (1/1/99)

The Cooperative is not liable for any injury, loss or damage resulting in any way from the supply or use of electricity or from the presence or operations of the Cooperative's structures, equipment, wires, conduit, appliances or devices on the member's premises, unless such injury, loss or damage results from the negligence of the Cooperative.

N. Interconnection of Member-Owned Generation (6/19/06)

1. **Small Renewable Generation.** Generation facilities of 1 KW to 25 KW from a renewable source including, but not limited to, wind, solar, geothermal, hydro, biomass or other approved alternative technology such as fuel cells, may be connected under Policy 303 - Net Metering - Interconnection Customer Generation Facilities of 1 KW to 25 KW.
2. **Fossil Fuel Standby Generation.** The Cooperative will not permit the interconnection and operation of fossil fuel standby generation facilities, such as diesel or gasoline engine driven standby generators, with its integrated distribution system under any circumstances. Diesel or gasoline-driven standby generators shall be connected to the member's load only through a double-pole double-throw switch that will prevent parallel operation with the Cooperative's distribution system.
3. **All Other Generation.** All other requests for interconnection will be handled on a case by case basis and will comply with all current federal and state regulations.

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V. METERING AND BILLING

A. Metering Electricity Use (9/21/20)

1. Measuring the Amount of Energy Use. The values registered by the Cooperative's meter are prima facie evidence of the amount of power used by the member. Quantity of energy use will be determined under the following provisions:
 - a. Energy Use (kWh) - Meters designed to quantitatively determine energy use measured in kilowatt hours will be installed, calibrated, and monitored by the Cooperative on all services except where:
 - i. Provided by any special contract approved by the Cooperative.
 - ii. Service is temporary and metering would be impractical. Energy usage would then be estimated and billed accordingly.

The Cooperative reserves the right to determine applicability of the above exceptions.

2. Energy Demand (kW) - Meters designed to indicate or record the highest average 15-minute demand during the billing period will be installed, calibrated, monitored, and read by the Cooperative on all services according to rate schedule requirements.

B. Meter Reading (9/21/20)

1. The Cooperative will attempt to read each meter on the same day each month. If the Cooperative fails to read a given meter in the regular reading period, the member's bill may be estimated.
2. The Cooperative will survey meters for accuracy on a regular schedule to be determined by the Manager of Engineering and Operations. Members will alert the Cooperative immediately if a meter reading appears to be inconsistent with past use; if use appears to be inconsistent with typical use for the type of service; or if a meter appears to have stopped recording use when use is known to have occurred.

C. Estimated Meter Readings (7/18/05)

If the Cooperative finds it necessary to estimate energy usage for a billing period, the member's average actual usage during a previous three-month period will be used to calculate the usage.

D. Meter Testing (9/21/20)

The Cooperative will test a meter upon request by a member. If a meter test has been conducted within the preceding 24 months on the same meter, the Cooperative may charge the member for the meter test as shown in Schedule of Fees and Charges. The Cooperative will not charge the member for a meter test if the meter is found to over or under register by more than 3% and there is no evidence of meter or electric service tampering. Meter testing may be done by comparing the existing meter with a known accurate meter in side by side comparison or by using a Meter Accuracy Verifier.

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E. Meter Error Adjustments (9/21/20)

1. **Over-Registered Meter.** If a meter is tested and found to have over-registered the amount of power delivered by more than three percent, the Cooperative will recalculate the bills for service from the known date of error and will make a refund or credit for the entire over-registered amount if it exceeds \$5. If the beginning date of the error is unknown, the Cooperative will refund or credit the most recent member of record for the billed error for the period since the meter was last tested, not to exceed twelve months, or the period during which the most recent member of record received service through the meter, whichever is less.
2. **Under-Registered Meter.** If the meter is tested and found to have under-registered the amount of power delivered by more than three percent, the Cooperative will charge the member an amount equal to the estimated under-billing, based on average usage during a similar period, not to exceed twelve months, unless there is evidence of meter or electric service tampering, in which case, the provisions of Section VI, paragraph B will apply.

F. Additional Meter or Sub-Metering (12/15/08)

The Cooperative will install and maintain one meter for each service. The Cooperative may sub-meter or monitor secondary loads as required. Additional sub-metering equipment installed and maintained by the member is to be for monitoring purposes only, and not for the purpose of reselling power (Paragraph G below). The Cooperative will not sell meters to the members.

G. Resale of Energy (1/1/99)

The Cooperative only provides retail service. No member will resell or rebill the power purchased from the Cooperative or provide service to any person or premises, except by special contract or by resale of energy to facilities specifically excluded from service by these Rules and Regulations.

H. Initial Billing for Traditionally Billed Accounts (9/21/20)

At the time of service connect, the Cooperative may enter an estimated first month bill amount based on 500 kWh.

I. Bill Effectively Delivered (9/21/20)

Bills for electric service will be considered delivered when:

1. The bill is personally delivered to the member.
2. The bill is mailed to the last known address of the member; or
3. The e-bill is sent to the last provided e-mail address of the member.

Failure to receive a bill does not eliminate the member's responsibility to make full payment for services rendered during the service period.

J. Bills Due (7/18/05)

Bills are due when issued. The past due date will be shown on each bill.

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K. Methods of Bill Payment (9/21/20)

Bills may be paid in person at the Cooperative office during normal business hours or after hours by using the night drop box located in the drive-thru. Payments may also be made by mail, by automatic credit card charge, by automatic payment through the member's American bank account, over the phone using the secure payment line by calling 833-890-6258 or electronically through the online bill pay system.

L. Levelized Billing (8/20/07)

1. General Rules. Levelized Billing is available to residential or small commercial members who have 12 months of current account history at the billed location and the account payments are current. Levelized Billing is computed monthly by averaging the latest 12 months billing history at the location, dividing by 12, and rounding up to the next whole dollar. That average may change slightly from month to month. The levelized bill amount must be paid when due each month. If the payment becomes 60 days past due or is 30 days past due for more than three consecutive months, the Cooperative may cancel the member's participation in the program. If the account has been removed from levelized billing, the actual amount owed will become due in full.
2. Refund for Over-Collection. If the member has a credit at the time of termination of the levelized billing plan, the Cooperative shall immediately credit the excess payment to the member account.

M. Irrigation Budget Billing (4/17/06)

1. Fixed budget billing will be available to all irrigation accounts. Irrigation accounts will begin fixed budget billing in January and pay 12 approximately equal payments throughout the year. A monthly average will be computed using previous years' usage, or if no previous use, an estimated average will be computed. If the member begins fixed budget billing after January, the member will agree to pay the amount for the months from January to the month he is beginning fixed budget billing at the time of starting budget billing.
2. If the current year's use for the irrigation season varies from the budgeted use, members agree that the monthly amount may be adjusted after the irrigation season for the remaining months of the year. By the end of each calendar year, the actual account balance must be paid in full. Credits will carry over to the following months. Each year in December, the account will be reviewed, and the monthly amount will be calculated for the following year.
3. Members agree to pay each month's bill on time. If the account becomes more than 30 days past due, budget billing may be cancelled, and the actual amount owed will become due in full. In the case of an over-collection determined at the time of termination of the fixed billing plan, the Cooperative shall immediately credit the excess payment to the member's account.

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4. **Non-Eligibility for fixed budget billing.** The Cooperative will refuse enrollment in the fixed budget billing program to a member whose current bill at the time of enrollment is delinquent.

N. Past Due Bills (9/21/20)

A bill shall be considered past due when the outstanding amount is older than 30 days. When an account becomes past due, service may be disconnected by the Cooperative as defined under Section VI.

O. Late Charge (9/21/20)

A late charge of 10% of the balance forward at time of billing will be added to all past due accounts.

P. Disputed Bills (9/21/20)

1. If a member has a dispute with any part of their bill, they should request the Cooperative to investigate the grounds for dispute. The Cooperative will investigate the dispute and notify the member, within 10 working days, as to the results of the investigation. If the member is not satisfied with the response, the member may present their case to the Cooperative Board of Trustees at any regularly scheduled Board Meeting.
2. During this review process, the member must pay any undisputed portion of the bill in a timely manner. If an error is found to exist, the member's account will be adjusted accordingly.

Q. Billing Error Adjustments (9/21/20)

1. If a billing error requires adjustments to a member's bill, the member may request that the payment period for the makeup bill extend at least as long as the period during which the excess amount accrued.
2. The Cooperative will make every effort to ensure accurate billing statements are generated, however, members are responsible for monitoring the accuracy of their bills. Members will review each bill carefully and notify the Cooperative immediately if any inaccuracies or discrepancies appear on the bill.

R. Non-Sufficient Funds (NSF) (9/21/20)

1. **NSF Check or Automatic Clearing House (ACH).** The Cooperative will levy a service charge as shown in Schedule of Fees and Charges, for each occurrence for NSF in payment for services provided.
2. **NSF Payment On A Delinquent Account.** If the NSF payment was remitted as payment of a delinquent account, the payment will be charged back to the member's account and that account will be subject to disconnect for non-payment under Section VI.
3. **Recurring NSF Payments.** If a member submits more than two (2) NSF payments in a 12-month period, the Cooperative may refuse to accept checks or process ACH from that member.

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4. International Returned/Dishonored Check Fee. The Cooperative will accept international checks paid in US dollars. If the bank reports NSF or check error for the international check, the Cooperative will levy a service charge as shown in Schedule of Fees and Charges.
5. Bank Error. Should an NSF check be returned due to a bank error, a written notice from the bank shall be provided by the member prior to the member's payment history being corrected, and the amount of the service charge levied by the Cooperative may be refunded.

S. Deferred Payment Agreement (9/21/20)

1. Eligibility For Deferred Payments. For any residential, irrigation or small commercial member who is unable to pay a delinquent bill, the Cooperative may offer to set up a Deferred Payment Agreement.
2. Conditions For Approval of Deferred Payment Agreement. Each Deferred Payment Agreement between the Cooperative and a qualifying member will provide that service will continue if the member meets all the following conditions:
 - a. The member shall pay a portion of the outstanding past due at the time the parties enter into the Deferred Payment Agreement;
 - b. The member pays the monthly deferred amount plus the current month's bill over a period of no more than three months.
3. The Cooperative will provide and discuss with the member the following:
 - a. Size of the delinquent account; member's ability to pay; member's payment history;
 - b. Length of time the debt has been outstanding; circumstances which resulted in the outstanding debt; and
 - c. Any other relevant factors related to the circumstances of the member.
4. Deferred Payment Agreement Conditions. The Deferred Payment Agreement monthly payment due date will be considered to be the same date as the regular billing due date for that month. A Deferred Payment Agreement must be in writing and must be signed by the member and an authorized Cooperative representative.
5. Failure To Fulfill The Terms Of A Deferred Payment Agreement. If a member fails to fulfill the terms of a Deferred Payment Agreement, the Cooperative may disconnect service in accordance with Section VI of these Rules and Regulations.

T. Landlord Agreement (9/21/20)

A landlord of rental property may sign an agreement with the Cooperative for their rental property. The Cooperative will automatically transfer the service to the landlord's name when a tenant is no longer a member at that location. If the landlord then requests the service be disconnected, the landlord must pay the monthly system maintenance charge. No connect fee is charged to the landlord when the service is reconnected. If the tenant's account is subject for disconnect due to non-pay, the landlord will be made aware of the disconnect, but will not have an option to transfer

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the active service back to the landlord unless the landlord confirms the tenant is no longer residing at the location.

U. Change of Occupancy (1/1/99)

Whenever a change in occupancy, ownership, or legal responsibility occurs for a service, it is the responsibility of the member whose name is on record for that service to notify the Cooperative of any change. The member of record at the Cooperative will remain responsible for all charges until written or verbal notice of change is received by the Cooperative or the member is disconnected for non-payment.

V. Tax Adjustment (1/1/99)

The amount of any tax imposed by any municipality, state, federal or other governmental taxing body upon the Cooperative revenue or income of any part of the Cooperative shall be apportioned by the Board of Trustees of the Cooperative to the locality in which such tax or taxes may be effective and among the various classes of service furnished, and shall constitute an additional charge to any amounts which may be billed or charged to any member under any rate schedule or special contract. Such taxes shall be collected and administered in a manner as prescribed by the taxing agency.

W. Bill Assistance Program (9/21/20)

This program is designed to offer a last chance for a residential member to avoid being disconnected for non-payment. Under this program, the Cooperative will provide limited funding to members for their past due electric bill. This program is administered by Cooperative staff.

1. Administration of Bill Assistance Program. Residential members who meet the requirements of the program will complete the Application Form. Cooperative staff will approve or disapprove the application and forward it to Management for authorization. The Cooperative will then transfer the recommended payment amount to the delinquent account. Once the allocated funds are totally disbursed, the program will be suspended until additional funds are allocated.
2. Funding. Funding of this program may vary from year to year and will be established by the Board.
3. Eligibility for Direct Bill Payment
 - a. Lincoln Electric residential members only.
 - b. Payment will apply to the power portion only of a Lincoln Electric bill.
 - c. Member must have received a disconnect notice from Lincoln Electric or be enrolled as a Flex Advantage account.
 - d. Past due amounts or credits toward future use will be paid.
 - e. Member must apply for other forms of assistance:
 - LIEAP

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- Energy Share
- f. No more than one credit awarded per year per member.
- g. Once funds are exhausted for the year, no additional payments will be made.
- h. Credit will be awarded based on the following scoring system:

Points will be awarded as follows:

- 1 point for an electric water heater
- 2 points for electric heat as primary heat source
- 3 points if both electric water heater and primary heat source

One point will be deducted for each year of the last two years they have received Cooperative bill assistance.

Traditionally Billed Accounts: Credit will be based on total points:

- 3 points = past due amount, up to \$250
- 2 points = past due amount, up to \$150
- 1 point = past due amount, up to \$75
- 0 points = \$0

Flex Advantage Accounts: Credit will be based on total points:

- 3 points = last month bill amount, up to \$250
- 2 points = last month bill amount, up to \$150
- 1 point = last month bill amount, up to \$75
- 0 points = \$0

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VI. SERVICE DISCONNECT

A. Authorization. (9/21/20)

Except where a service is disconnected for any of the reasons as stated in paragraph B or C of this section, service will be disconnected only when the Cooperative has written authorization from the member or by phone authorization upon verification of identity. All requests for disconnect for electrical service must be executed:

1. By the member or joint member.
2. By a member's attorney-in-fact or legally authorized agent.
3. By an officer, agent, or authorized employee of an organization, association, corporation, political body, or government agency.
4. In the absence of any of the above, the Cooperative can authorize necessary disconnects.

B. Disconnect Without Advance Notice. (9/21/20)

The Cooperative may disconnect service to any member without advance notice under the following conditions:

1. An immediate hazard exists which threatens the safety or health of the member the general population or Cooperative's personnel or facilities;
2. The Cooperative has evidence of meter tampering or fraud by the member;
3. Inactive meter which shows usage;
4. Necessity of the Cooperative to comply with an order or regulation of any governmental agency with proper jurisdiction; or
5. Termination of membership in the Cooperative.

C. Disconnect with Advance Notice. (9/21/20)

The Cooperative may commence disconnect procedures to any member with advance notice for any of the following reasons:

1. Failure of the member to pay for utility service within 30 days after billing unless the member has entered into a Deferred Payment Agreement or made other acceptable payment arrangements;
2. Failure of the member to meet or maintain the Cooperative's deposit requirements;
3. Knowing and continued failure of the member to provide the Cooperative with reasonable access to its meter, equipment, or property;
4. Failure to correct an identified hazard on member/customers premise which threatens the safety or health of the member, the general population or the Cooperative's personnel or facilities;

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5. Member breach of a special contract between the Cooperative and member for utility service;

D. Written Notice of Disconnect Procedure. (9/21/20)

Except as provided in Paragraph B of this section, the Cooperative will mail or deliver to the member a written notice of its intent to disconnect service at least ten (10) days before the scheduled date of disconnect. A similar notice will be forwarded to any third party designated by the member on a service application. The notice will contain the following information:

1. The name and address of the member whose service is to be disconnected;
2. The date on which service will be disconnected unless the member takes appropriate action;
3. An explanation of the reason for the proposed disconnect;
4. If disconnect is premised on payment delinquency,
 - a. A statement of the amount of the delinquent bill which the member has failed to pay in accordance with the payment policy of the Cooperative;
 - b. The date on which payment must be received to avoid disconnect.
 - c. A statement advising the member to contact the Cooperative for information regarding deferred payment and other procedures which the Cooperative may offer to avoid disconnect of the member's service;
5. A specific request that if a member's residence is occupied by a person dependent on an electric device that is needed for daily life support systems, the member should notify the Cooperative immediately of such circumstance for consideration in extending the disconnect date for an additional 15 days;
6. A statement advising the member the Cooperative's stated reason for the termination of service may be disputed by contacting the Cooperative at a specific address or telephone number;
7. The amount of the Cooperative's fees and charges for the collection procedure and reconnection of service.

E. Disconnects for Landlord/Tenant Relationship. (9/21/20)

The landlord/tenant relationship is to protect the tenant from being responsible for their landlord's debt that was incurred prior to the tenant moving in and to protect the landlord from being responsible for their tenant's usage. However, the transfer between landlord and tenant is not meant to be used to avoid paying the Cooperative. Where a landlord/tenant relationship exists, the following provisions apply: Refer to Section II, Paragraph C.

1. If the landlord is the member of the Cooperative and would otherwise be subject to disconnect, the Cooperative shall not attempt to recover the landlord's bill from the tenant, unless the tenant has been residing at the address. The Cooperative will also not refuse service to the tenant if the tenant wishes to become the member of record unless the tenant

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fails to meet the normal requirements for membership or unless the landlord has specifically requested the tenant not be connected at that location. If the tenant declines to apply for membership, the Cooperative may disconnect service without further notice.

2. If the tenant is the member of the Cooperative and is subject to disconnect, the Cooperative may give the landlord the option of applying for membership at that location. However, the Cooperative may not deny service to the landlord based on the payment of any outstanding bills or other charges due from the account of the tenant unless the tenant is still residing at the address. If the landlord declines to apply for membership, the Cooperative may disconnect service without further notice.

F. Disconnect for Failure to Comply with Deferred Payment Agreement. (2/21/00)

At least ten (10) days before disconnection, the Cooperative will serve written notice of disconnect to a member who has failed to comply with a Deferred Payment Agreement.

G. Final Disconnect Procedure. (9/21/20)

The Cooperative may disconnect service to a member between the daily business hours of 7:00 a.m. to 3:00 p.m. on Monday through Thursday.

H. Prohibited Reasons for Disconnect. (9/21/20)

The Cooperative may not disconnect service to a member for any of the reasons stated below:

1. Delinquent payment for service owed by a prior member at the same location, unless the prior member still resides in the location;
2. The member disputes the amount due on the delinquent account, complies with Section V, Paragraph P, and the dispute remains under investigation by the Cooperative. However, a member is still responsible for payment of any undisputed amount, and the Cooperative may proceed to disconnect service for failure to pay any undisputed amounts;
3. The member is unable to pay the full delinquent amount due and has signed and remains in compliance with a Deferred Payment Agreement.

I. Restoration of Service After Disconnect. (9/21/20)

The Cooperative will restore service within three (3) working days of being notified by the member of correction of the conditions which resulted in the disconnect. Correction for non-pay disconnects will require full payment of all amounts due in addition to a deposit, see Section II, Paragraph D. If service is restored at the member's request during a period other than regular working hours, the Cooperative will impose an after-hours charge for reconnection, see Schedule of Fees and Charges.

J. Line Retention Service. (2/21/00)

Any service which is disconnected must immediately begin paying a line retention fee per Schedule of Fees and Charges. Any service for which no line retention fee has been paid for one year will be considered as abandoned.

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The Cooperative may retire or reuse parts from a Line Retention Service at its discretion; however, if the property owner requests the service become active, the Cooperative agrees to make that service capable of delivering energy at its own expense within 7 days.

K. Abandoned Service Removal. (9/21/20)

The Cooperative will consider a service and/or facilities to be abandoned after no fees have been received for the location for one year. The Cooperative will then send a notice to the current property owner. The property owner has 60 days from the date the notice was mailed in which to agree to pay the Line Retention Fee by completing and returning the enclosed option form to the Cooperative. Failure of the property owner to contact the Cooperative and begin paying the Line Retention Fee will result in the Cooperative retiring the service and/or facilities at its discretion and convenience. Retirement may include all facilities exclusive to the location.

L. Reconstruction of a Retired Service and/or Facilities. (9/21/20)

If a service and/or facilities are retired at the property owner's request or for the reasons detailed in Paragraph K and the property owner/applicant later desires service and/or facilities to be restored at the same or similar location, they will be responsible for 100% of the service installation costs. The property owner will be required to apply for a new service as outlined in board policy #302 – Line Extensions. The property owner will also be responsible for submitting payment of the new construction costs prior to construction by the Cooperative.

M. Disconnect Records. (9/21/20)

The Cooperative will maintain a record of each disconnect of service including the reason for the disconnect. This record must be maintained for a minimum of one (1) year.

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VII. DEFINITIONS (9/21/20)

The following terms, wherever used in any of these Rules and Regulations and in any application or agreement for electrical service, shall have the following meaning, unless otherwise clearly stated:

1. **Abandoned Service:** Any electric service point or facility, which may or may not have a meter in place, which has not been used to deliver energy and for which no monthly system maintenance charge has been paid for a period of more than one year. The Cooperative will provide the property owner with notice of intent to abandon. If no response is received, the Cooperative will retire the service and/or facility.
2. **Active Service:** A service (either permanent or temporary) to which the Cooperative is currently capable of delivering electric energy to a member.
3. **Applicant:** A person who requests electric service or the extension of electric utility facilities.
4. **Area Light:** An unmetered exterior light fixture installed on Cooperative facilities and maintained by the Cooperative.
5. **System Maintenance Charge:** A charge, in accordance with rate schedules imposed by the Cooperative, to recover expenses attributable to each active service.
6. **Billing Period:** The interval between successive meter reading dates as established by the Cooperative.
7. **Commercial Service:** Electric service other than residential or irrigation, where the primary end use is for commerce, or for service to any structure containing multiple dwelling units when supplied through one meter.
8. **Construction Cost:** The cost of constructing a line extension or change of service/facilities project.
9. **Deferred Payment Agreement:** An agreement entered into with a member pursuant to Section V, Paragraph S, or an arrangement pursuant to Section 366 (b) of the United States Bankruptcy Code.
10. **Demand:** The maximum rate of delivery of electric energy during a month, measured in average kilowatts (kW) registered over a 15-minute period by a meter.
11. **Deposit:** A refundable sum of money given to the Cooperative as security for the payment of amounts due the Cooperative.
12. **Electric Service:** The availability of electric energy at the point of delivery for use by a member, irrespective of whether electric energy is actually used.
13. **End Use:** The member's ultimate use of electricity.
14. **Engineering:** Engineering includes the preparation of electric layouts, designs, specifications, and other drawings and lists associated with electric construction. It also includes, but is not limited to making construction quotes, inspecting construction for conformance with design criteria and specifications, staking, right-of-way acquisition, and similar and related activities necessary to the technical planning and installation of electric distribution facilities.
15. **Inactive Service:** Any electric service point or line, which may or may not have a meter in place, that has not been used to deliver energy for less than one year and for which no monthly system maintenance charge is being paid.

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16. Kilovolt ampere (kVA): A measure equal to the product of the voltage and the total current that flows through a circuit. The capacity of transformers and other electrical devices is often measured in kVA.
17. Kilowatt (kW): A unit used to measure the rate at which the “real” component of electrical energy is delivered. It is the portion of delivered volt amperes that can be converted to useful work.
18. Kilowatt Hour (kWh): A unit used to measure the amount of “real” energy delivered. One kWh is equivalent to one kW delivered for a period of one hour.
19. Line Extension: Installation of electric distribution facilities of the Cooperative which has been constructed for the purpose of providing electric service to a location at which service was not available prior to the completion of construction.
20. Line Retention Only Service: Any electric service point or line, which may or may not be capable of delivering energy, but for which a monthly system maintenance charge (line retention fee) is being paid.
21. Member: Any individual, firm, partnership, association, corporation, governmental agency, or organization who has satisfied the terms of membership according to the By-Laws.
22. Mobile Home: A detached single-family dwelling designed for long-term human habitation, having complete living facilities, constructed and fabricated into a complete unit at a factory and capable of being transported to the location of use on its own chassis and wheels.
23. Mobile Home Court: Any property in the same ownership which is utilized for occupancy by more than two mobile homes, but not including tourist facilities for motor homes, campers, or travel trailers.
24. Person: An individual, partnership, association, corporation, or governmental body or agency, and their heirs, successors, and assigns.
25. Point of Delivery: The location where the Cooperative terminates its equipment or conductors and at which the member assumes responsibility for construction and maintenance of the electrical facilities.
26. Power: The rate at which energy is transferred. There are three types of power which can exist in an electrical system; these are called “real” power (measured in kilowatts, or kW), “reactive” power (measured in kilovolt amperes reactive, or kVAR), and “apparent” power (measured in volt-amperes, or kVA). Real power flows in one direction from the Cooperative’s power lines into the member’s point of delivery, where it is consumed. Reactive power is the portion of delivered volt amperes that due to the phase shift between the voltage and current components cannot be converted to useful work. Such phase shift is caused by capacitive or inductive loads. Reactive power can also be described as a measure of the energy exchanged between the source and the network without being dissipated in the network. Apparent power is the product of the voltage (in volts) and the current (in amperes). It comprises both active and reactive power.
27. R.V. Park: Any property which is developed pursuant to a common plan or scheme for the purpose of occupancy primarily by more than two recreational vehicles.

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28. Residential Service: Electric 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, or recreational purposes of the inhabitants of the dwelling or of the individual.
29. Service: The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served, or the furnishing of energy to the premises.
30. Service Entrance: The meter socket and circuit breaker or fused switch located near the point of entrance of service conductors to the premises, which provide a means of measurement and switching for the electrical supply.
31. Service Structure: The structure to which electric service is delivered, including a pole or pedestal.
32. General Service: Services other than residential, commercial or irrigation. For example; wells, signs, garages, barns, etc.
33. Subdivision: A tract or parcel of land divided into two or more lots, sites, or other divisions.