



**CIMARRON ELECTRIC COOPERATIVE, INC.
TERMS OF SERVICE**

June 2026

Table of Contents

Terms of Service of Cimarron Electric Cooperative, Inc.

I – UTILITY OPERATIONS	6
101. Description of Electric Utility Operations.	6
101.1 Organization.	6
101.2 Type of Service.	6
101.3 Service Area.	6
102. Purpose and Scope of the Terms of Service.	6
103. Applicability of the Terms of Service.	6
104. Severability.....	7
105. Modification of the Terms of Service.	7
106. No Waiver.	7
II – RATE SCHEDULES	8
201. Rate Classification and Assignment.	8
202. <u>Rate Schedules</u>	8
202.1 <u>Residential</u>	8
202.2 <u>Residential Prepaid</u>	9
202.3 <u>Residential All Electric</u>	10
202.4 <u>General Service</u>	11
202.5 <u>Yard Lighting</u>	11
202.6 <u>Small Commercial Single Phase</u>	12
202.7 <u>Small Commercial Three Phase</u>	14
202.8 <u>Billboard & Commercial Lighting</u>	15
202.9 <u>Irrigation</u>	16
202.10 <u>Large Commercial</u>	17
202.11 <u>Optional Large Power (LP-2)</u>	19
202.12 <u>Managed Demand Term Rate (LP-4)</u>	21
202.13 <u>Distributive Generation Rider</u>	24
202.14 <u>Independent Public-School</u>	26
202.15 <u>Wind Farm, Solar Farm, and Other Wholesale Generating Facilities</u>	27
202.16 <u>Electric Vehicle Rider</u>	28
202.17 <u>Standby Service Rider</u>	29
202.18 <u>PCA Billing Adjustments</u>	30
202.19 <u>Taxes Adjustments</u>	30
203. Billing Adjustments.	31
203.1 Over Billing and Under Billing.....	31
203.2 Meter Error Adjustment.....	31
203.3 Late Payment Fee.....	31
203.4 Rate of Interest.....	31
204. Service Fees.....	32
204.1 Reconnect Fee.....	32
204.2 Service Charge.....	32
204.3 Damage Fee.....	32
204.4 Membership Fee.	33

204.5	Connect/Transfer Fee.....	33
204.6	Dishonored Payment.....	33
204.7	Meter Test Fee.....	33
204.8	Tampering Fee.....	33
204.9	Distributed Generation Application Fee.....	34

III – SERVICE RULES AND REGULATIONS.....35

301.	Application for Membership and Electric Service.....	35
301.1	Application Required.....	35
301.2	Membership in the Cooperative.....	35
301.3	Offer to Purchase Electric Service.....	35
302.	Deposits.....	35
302.1	Amount of Deposit.....	35
302.2	Additional Deposit.....	36
302.3	New Deposit.....	36
302.4	No Deposit Based on Payment History of a Residential / General Service Applicant.....	37
302.5	Reduced Deposit Based on Payment History of a Residential / General Service Applicant.....	37
302.6	Deposit Interest.....	37
302.7	Deposit Records.....	37
302.8	Refund of Deposits.....	37
303.	Cooperative Action on the Application.....	38
303.1	Granting Application.....	38
303.2	Refusal of Service.....	38
304.	Agreement to Provide Service.....	39
304.1	Terms.....	39
304.2	Conditions to be Fulfilled by Applicant or Member.....	39
304.3	Assignment of Contract.....	40
304.4	Modification by the Parties.....	40
305.	Line Extension.....	41
305.1	General Policy.....	41
305.2	Installation and Maintenance of Distribution Facilities.....	45
305.3	Ownership of Distribution Facilities.....	45
305.4	Easements.....	45
305.5	Unusual Circumstances.....	45
305.6	Modification of Line Extension Policy.....	45
305.7	Line Clearance.....	45
306.	Meters.....	45
306.1	Location and Installation of Meter.....	45
306.2	Type of Meter and Ownership of Meter.....	46
306.3	Limitation of Service from Single Meter.....	46
307.	Point of Delivery.....	46
308.	Electric Energy.....	47
308.1	Delivery of Electric Energy.....	47
308.2	Characteristics of Electric Energy.....	47
309.	Method of Providing Service.....	47
309.1	Overhead Service Drop.....	47
309.2	Underground Electric Service.....	47

309.3	Primary Metering Points	48
309.4	Multi-Family Residences.	48
309.5	Connection at Point of Delivery.	48
310.	Continuity of Electric Service.	48
310.1	Reasonable Diligence.	48
310.2	Service Interruptions.	48
310.3	Service Irregularities.....	49
310.4	Investigation of Service Interruptions and Irregularities.	49
310.5	Liability Indemnity and Disclaimer of Warranties.	49
311.	Member’s Receipt and Use of Electric Energy.....	50
311.1	Receipt of Electric Energy.....	50
311.2	Members Use of Electric Energy.	51
311.3	Member’s Electrical Load.....	51
311.4	Power Factor.	52
311.5	Access.	52
311.6	Protection of Cooperative's Facilities on Member’s Premises.....	53
312.	Billing.....	54
312.1	Determining Usage of Electric Energy.....	54
312.2	Estimated Billing.....	54
312.3	Meter Test and Accuracy Adjustment.....	54
312.4	Service Availability Charges.....	54
312.5	Terms of Payment.	54
312.6	Disputed Bills.	55
312.7	Deferred Payment Plan.	55
312.8	Average Monthly Payment Plan (AMPS).....	55
312.9	Bankruptcy	56
312.10	Cancellation of Agreement.....	56
313.	Member Relations.	56
313.1	Available Information.....	56
313.2	Member Complaints.....	57
314.	Small Power Production and Cogeneration.....	57
315.	Member Initiated Discontinuance of Service.	57
315.1	Members Request.	57
315.2	Disconnection.....	58
316.	Cooperative Initiated Discontinuance.	58
316.1	Reasons for Discontinuance.	58
316.2	Notice of Disconnection.	59
316.3	Postponement of Disconnection-Medical.....	60
316.4	Effect of Discontinuance of Service.....	61
316.5	Remote Disconnection Device	61
316.6	Dismantling of Cooperative Facilities.....	61
316.7	Liability for Discontinuance of Service.	61
316.8	Refund of Membership Fee.....	61
316.9	Refund of Deposit.....	62
316.10	Disconnection Prohibited.....	62
316.11	Disconnection on Holidays or Weekends.....	62
317.	Definitions.....	62
317.1	Actual Cost.....	62

317.2	Application for Membership and Electric Service	62
317.3	Applicant.....	62
317.4	Codes.....	62
317.5	Aid to Construction Payment.....	62
317.6	Cooperative.....	63
317.7	Demand.....	63
317.8	Distribution System.....	63
317.9	Dwelling Unit.....	63
317.10	Electric Service.....	63
317.11	Energy.....	63
317.12	Kilowatt.....	63
317.13	Kilowatt-Hour.....	63
317.14	Load Factor.....	63
317.15	Maximum Electrical Load.....	63
317.16	Member.....	63
317.17	Permanent Electric Service.....	63
317.18	Permanent Installation.....	64
317.19	Person.....	64
317.20	Point of Delivery.....	64
317.21	Power.....	64
317.22	Power Factor.....	64
317.23	Rate Schedule.....	64
317.24	Service Entrance Conductors.....	64
317.25	Temporary Electric Service.....	64
317.26	Terms of Service.....	64
317.27	Watt.....	65
317.28	Watt-Hour.....	65

IV – REVISION LOG66

I – UTILITY OPERATIONS

101. Description of Electric Utility Operations.

101.1 Organization.

Cimarron Electric Cooperative, Inc., is an electric cooperative corporation organized and operating under the laws of the State of Oklahoma and is owned by its Members. The Cooperative's business affairs are managed by the Board of Directors who are elected to the Board from and by the Cooperative's Members in accordance with the provisions of the Cooperative's bylaws.

101.2 Type of Service.

The Cooperative provides electric utility service through the operation of a retail electric Distribution System. The Cooperative does not engage in the generation of electric power, but instead purchases all of its electric energy requirements through Western Farmers Electric Cooperative, Inc.

101.3 Service Area.

Certification.

The Cooperative is authorized to act as a Rural Electric Cooperative pursuant to the terms of the provisions of the Oklahoma Rural Electric Cooperative Act located in 18 O.S. § 437 *et seq.* Additionally, the Cooperative's service area has been set by the Oklahoma Corporation Commission.

Counties.

The service area of the Cooperative includes all or portions of the following counties:

Blaine	Dewey	Logan
Canadian	Greenfield	Major
Custer	Kingfisher	Oklahoma

102. Purpose and Scope of the Terms of Service.

These Terms of Service define the service relationship between the Cooperative and Persons desiring or receiving electric utility service from the Cooperative.

Contractual rights and obligations of both parties are specified in a manner consistent with regulations affecting the Cooperative's method of operation.

These Terms of Service are a part of the Application for Membership and Electric Service.

103. Applicability of the Terms of Service.

These Terms of Service govern the provision of all electric utility service by the Cooperative in all areas in which the Cooperative provides service except as may be precluded by law. These Terms of Service supersede and annul all prior terms of service including tariffs and/or service rules and regulations by whatever term designated which may heretofore have governed the supplying and taking of Cooperative's Electric Service. These Terms of Service are applicable to all Applications for Membership and Electric Service and contracts now existing, or which may be entered into by the Cooperative.

104. Severability.

If any provision of these Terms of Service is held invalid, such invalidity shall not affect other provisions or applications of these Terms of Service which can be given effect without the invalid provision or application, and to this end the provisions of these Terms of Service are declared to be severable.

105. Modification of the Terms of Service.

These Terms of Service may be changed, modified, or abrogated in whole or in part by any regulatory authority having jurisdiction to do so, whether or not at the request of the Cooperative, a Member, or otherwise. Any changed term shall be applicable to service provided from and after the effective date of such change. These Terms of Service may be changed by the Cooperative's Board of Directors to the extent Oklahoma law does not require approval of changes by a regulatory authority.

106. No Waiver.

The failure of the Cooperative to enforce any of the provisions of these Terms of Service shall not be considered a waiver of its right to do so.

II – RATE SCHEDULES

201. Rate Classification and Assignment.

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its Rate Schedules. Rate Schedules have been developed for the standard types of service provided by the Cooperative. If a Member's request for Electric Service involves unusual circumstances, usage, or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign a suitable rate classification or enter into a special contract. Any special contract shall be approved by the Cooperative's Board of Directors.

202. Rate Schedules.

202.1 Residential

A. Availability.

Availability for residential uses subject to the established rules and regulations of the Cooperative for the following purposes:

- (1) For domestic uses associated with the operation of a single-family residential installation requiring individual meters

The rate is not available for multiple residences through a single meter nor a residence in which a portion of the service is regularly used for business or professional services. Individual motors served under this rate shall not exceed ten (10) horsepower.

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its standard secondary distribution voltages, where available. Where service of the type desired by Member not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$30.00 per month

And

2. Energy Charge: On-Peak (April through September)
All kWh \$0.096290 per kWh
Energy Charge: Off-Peak (October through March)
First 1,000 kWh \$0.093290 per kWh
Over 1,000 kWh \$0.083290 per kWh

D. Monthly Minimum Charge.

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

1. The monthly Service Availability Charge.
2. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.2 Residential Prepaid

A. Availability.

Availability for residential uses subject to the established rules and regulations of the Cooperative for the following purposes:

- (1) For domestic uses associated with the operation of a single-family residential installation requiring individual meters

The rate is not available for multiple residences through a single meter nor a residence in which a portion of the service is regularly used for business or professional services. Individual motors served under this rate shall not exceed ten (10) horsepower

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its standard secondary distribution voltages, where available. Where service of the type desired by Member not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Daily Service Availability Charge: \$0.99 per day

And

2. Energy Charge: On-Peak (April through September)
All kWh \$0.096290 per kWh
Energy Charge: Off-Peak (October through March)
First 1,000 kWh \$0.093290 per kWh
Over 1,000 kWh \$0.083290 per kWh

D. Monthly Minimum Charge.

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

1. The monthly Service Availability Charge.
2. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.3 Residential All Electric.

A. Availability.

Availability for residential uses subject to the established rules and regulations of the Cooperative for the following purposes:

- (1) For domestic uses associated with the operation of a single-family residential installation requiring individual meters

Primary HVAC, water-heating, and major appliances must be electric. It will be the responsibility of the Cooperative to determine and verify eligibility. The rate is not available for multiple residences through a single meter nor a residence in which a portion of the dwelling is regularly used for business or professional services. Individual motors served under this rate shall not exceed ten (10) horsepower

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$30.00 per month
- And
2. Energy Charge: Heating Season: (October – March)

First	0-900 kWh	\$0.093290 per kWh
Next	901-2,800 kWh	\$0.083290 per kWh
Over	2,800 kWh	\$0.060290 per kWh

Energy Charge: (April – September)

First	0-3,000 kWh	\$0.096290
Over	3,000 kWh	\$0.094290

D. Monthly Minimum Charge.

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

1. The monthly Service Availability Charge.
2. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.4 General Service.

A. Availability.

Applicable to all Members taking the type of service described in this Rate Schedule for all of the electric service supplied at one Point of Delivery and measured through one meter used for the following purposes:

- (1) for general service, non-residential services
- (2) for barns, workshops, farming and/or ranching uses.
- (3) This rate is not applicable to crop irrigation, commercial and public service covered by a specific Rate Schedule.

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$30.00 per month

And

2. Energy Charge: On-Peak (April through September)
All kWh \$0.096290 per kWh
- Energy Charge: Off-Peak (October through March)
First 1,000 kWh \$0.093290 per kWh
Over 1,000 kWh \$0.083290 per kWh

D. Monthly Minimum Charge.

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

1. The monthly Service Availability Charge.
2. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.5 Yard Lighting.

A. Availability.

Available to all Members of the Cooperative receiving service under any other retail Rate Schedule.

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its available voltages. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Rental Rate.

LED-Standard (150W Equivalent) Light on Existing Pole	\$9.45 per month
LED-Standard (150W Equivalent) Light with One Pole	\$10.80 per month
LED-Standard (150W Equivalent) UG Service with One Pole	\$17.00 per month
LED-Caretaker (250W Equivalent) Light on Existing Pole	\$14.05 per month
LED-Caretaker (250W Equivalent) Light with One Pole	\$16.08 per month
LED-Caretaker (250W Equivalent) UG service with One Pole	\$25.38 per month
LED- Flood (400W Equivalent) Light on Existing Pole	\$19.30 per month
LED- Flood (400W Equivalent) Light with One Pole	\$22.00 per month
LED- Flood (400W Equivalent) UG service with One Pole	\$34.40 per month
LED-Double Flood (400Wx2 Equivalent) Light on Existing Pole	\$47.09 per month
LED-Double Flood (400Wx2 Equivalent) Light with One Pole	\$53.80 per month
LED-Double Flood (400Wx2 Equivalent) UG service with One Pole	\$85.15 per month

D. Special Terms.

1. Cooperative will install the yard light at no additional cost to the Member on an existing Cooperative pole.
2. The Cooperative will furnish all power and will maintain the light in operating condition.
3. A one-year service agreement is required if the light is installed on an existing pole.
4. A five-year service agreement is required if new pole and wiring have been installed for the light location.

E. Billing Adjustments.

This rate is subject to all billing adjustments. Power cost adjustments each billing period shall be based on the following estimates of energy usage:

LED-Standard (150W Equivalent) Based on 27 kWh per light.

LED-Caretaker (250W Equivalent) Based on 35 kWh per light.

LED-Single Flood (400W Equivalent) Based on 70 kWh per light.

LED-Double Flood (400Wx2 Equivalent) Based on 138 kWh per light.

MVL Based on 70 kWh per light.

HPS Based on 40 kWh per light.

202.6 Small Commercial Single Phase.

A. Availability.

Applicable to all Members having less than 150 kVA of installed transformer capacity taking the type of service described in this Rate Schedule for all of the Electric Service supplied at one Point of Delivery and measured through one meter used for commercial and industrial uses.

B. Type of Service.

The Cooperative will provide single-phase, 60 hertz, service at its standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge:
Single Phase \$37.50 per month
And
2. Energy Charge: On-Peak: (April - September)
All kWh \$0.104175 per kWh
Energy Charge: Off-Peak: (October - March)
First 2,000 kWh \$0.104175 per kWh
Over 2,000 kWh \$0.089175 per kWh

D. Monthly Minimum Charge.

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

1. The monthly Service Availability Charge.
2. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.8 Billboard & Commercial Lighting.

A. Availability.

Available to accounts for the purpose of lighting billboards, commercial signs, or parking areas. This rate is for lighting only and will be metered separately from other loads on the premises. It will be the Member's responsibility to establish a separate electrical circuit for metering these loads and installing the necessary electrical equipment so that energy is used only during off-peak hours. To qualify for this rate, all lights connected will operate a minimum of six (6) hours per day during the off-peak periods.

B. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$21.50 per month

And

2. Energy Charge \$0.056803 per kWh

C. Minimum Monthly Charges.

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

3. The monthly Service Availability Charge.
4. The monthly Service Availability Charge plus a charge of \$0.80 per kVA of installed transformer capacity in excess of ten (10) kVA.

D. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

E. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.9 Irrigation.

A. Availability.

Applicable to Members taking service of the type described in this Rate Schedule in accordance with the Cooperative's established rules and regulations for all of the Electric Service supplied at one Point of Delivery and measured through one meter used for irrigation services with 10 horsepower and larger connected load.

B. Type of Service.

Single-Phase and three-phase, 60 hertz, Service at the Cooperative's standard voltages.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

- | | | |
|-----------------------|-------------------|--------------------------|
| 1. Horsepower Charge: | Each connected HP | \$37.50 per HP per month |
| 2. Energy Charge: | All kWh | \$0.092680 per kWh |

D. Load Control Discount.

A discount of \$21.25 per connected horsepower shall be available for those Members on the irrigation rate who agree to completely curtail usage from 3:00 P.M. through 7:00 P.M. during the months of June through September.

If a Member on load control discount abuses the privilege and uses power during the above specified curtailable times, said Member shall not qualify for the load control discount until June of the following year.

E. Minimum Annual Charge.

The minimum annual charge shall be the horsepower charge. The annual horsepower charge shall not be less than \$162.50 annually.

F. Determination of Horsepower.

The horsepower charge shall be based on the manufacturer's motor nameplate rating, or at the option of the Cooperative, horsepower may be determined by test under conditions of maximum operating load.

G. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

H. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.10 Large Commercial.

A. Availability.

Applicable to all Members having installed transformer capacity equal to or greater than 150 kVA taking the type of service described in this Rate Schedule for all of the Electric Service supplied at one Point of Delivery and measured through one meter used for all commercial and industrial purposes.

B. Type of Service.

Three-phase, 60 hertz, Service at the Cooperative's standard system voltages, where available.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$170.00 per month
2. Demand Charge: All kW \$10.50 per KW of Billing Demand
3. Energy Charge:

First 0-250,000 kWh	\$0.055400	per kWh
Over 250,000 kWh	\$0.050400	per kWh

D. Monthly Minimum Charge.

The minimum bill shall be the highest of the following:

1. The billing demand charge, based on minimum of 25 kW plus the Service Availability Charge.
2. The billing demand charge, based on the contract billing demand plus the Service Availability Charge.

E. Power Factor Adjustment.

The Member shall guarantee a Power Factor of not less than ninety percent (90%) lagging. If the Power Factor during the month is less than 90% lagging, the total bill for the month shall be increased one percent (1%) or fraction by which the Power Factor during the month is less than 90% lagging.

F. Primary Service Discount.

Seller reserves the right to refuse delivery of power at primary voltage to any Applicant. However, with seller's consent for delivery of power to Member of primary voltage, a discount of one percent (1%) of the net monthly bill, computed before power cost adjustment, will be allowed when the following conditions are met:

1. The Member takes service at standard system voltage.
2. The Member installs, owns, operates and maintains all equipment on Member's side of Point of Delivery.

G. Determination of Billing Demand.

The billing Demand shall be the maximum Demand established by the Member for any period of 30 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for Power Factor; however, billing Demand shall never be less than the maximum demand established during the previous months of June through September.

H. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

I. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.11 Optional Large Power (LP-2)

A. Availability.

Available to industrial Members using 1,000 kW or greater demand per month and taking at primary voltage, with service under term contract and service is taken at one location at one voltage. No standby or auxiliary service permitted.

B. Type of Service.

Three-phase, 60 hertz, service at its available distribution voltages. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$155.00 per month
2. Demand Charge: \$0.50 per kW of Billing Demand
3. Energy Charge:

First 0-2,000,000 kWh	\$0.005000	per kWh
Over 2,000,000 kWh	\$0.001000	per kWh

D. Wholesale Power Cost.

The cost of power and wholesale delivery to serve the Member including but not limited to capacity, delivery, ancillary, energy, fuel, and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. The power cost will be calculated using the billing units defined in the same manner as defined in the applicable wholesale rate and other charges to the Cooperative, including any ratchet provisions. The Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

E. Gross Receipts Tax.

The two percent (2%) Gross Receipts Tax shall be calculated and included in the bill.

F. Determination of Billing Demand.

The billing Demand shall be the maximum Demand established by the Member for any period of 30 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for Power Factor. The billing Demand shall never be less than one hundred percent (100%) of the maximum Demand established during the previous months of June through September, or if on a special contracted rate, the billing demand will be that kW demand billing unit specified in the WFEC Billing or the contract billing demand.

G. Monthly Minimum Charge.

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

1. The Demand Charge and the Energy Charge, as computed under the foregoing rates, provided that the billing Demand shall be based on 250 hours use and the Energy shall be based on not less than 25,000 kWh, plus the Service Availability Charge.
2. If necessary, the above-mentioned minimum plus the Facilities Charge.

H. Power Factor Adjustment.

The Member shall guarantee a Power Factor of not less than ninety percent (90%) lagging. If the Power Factor during the month is less than 90% lagging, the total bill for the month shall be increased one percent (1%) or fraction thereof by which the Power Factor during the month is less than 90% lagging.

I. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

J. Terms of Payment:

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

K. Agreement:

An agreement for electric service with a fixed term may be required by the Cooperative. This Rate Schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, if none, by the Cooperative's Board of Directors and service hereunder is subject to the Cooperative's Terms of Service.

202.12 Managed Demand Term Rate (LP-4)

A. Availability.

Available to electric drilling rigs using 1,000 kW or greater demand per month and taking at primary voltage, with service under term contract and service is taken at one location through one meter. No standby or auxiliary service permitted.

B. Type of Service.

Three-phase, 60 hertz, service at its available distribution voltages. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

1. Service Availability Charge: \$500.00 per month
2. Coincidental Peak (CP) Demand Charge: \$3.85 per kW of CP Demand
3. Non-Coincidental Peak (NCP) Demand Charge: \$6.74 per kW of NCP Demand
4. Energy Charge:
 - All per kWh during Winter Months \$0.00780 per kWh
(Winter months are defined as January, February, and December)
 - All per kWh during Shoulder Months \$0.00500 per kWh
(Shoulder months are defined as March, April, May, September, October, and November)
 - All per kWh during Summer Months \$0.00890 per kWh
(Summer months are defined as June, July, and August)
5. Fuel Charge and Surcharge: The fuel charge and any surcharge shall be a direct pass through of the fuel charge and surcharge factors on the wholesale supplier's monthly power bill.

D. Gross Receipts Tax.

The two percent (2%) Gross Receipts Tax shall be calculated and included in the bill.

E. Determination of Billing Demand.

Coincident Peak Demand: The CP billing Demand is the maximum Demand established by the Member for any period of 30 consecutive minutes that contributes to the Cooperative's annual peak Demands established by WFEC. Billing Demand shall never be less than one hundred percent (100%) of the maximum CP Demand established in the current or previous two (2) calendar years, but in no event will be less than 25 kW.

Non-Coincident Peak Demand: The NCP billing Demand shall be the maximum Demand established by the consumer for any period of 30 consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for Power Factor; however, billing Demand established during the previous months of June through September, or if on a special contracted rate, the billing Demand will be the higher of the kW Demand billing unit specified in the WFEC Billing or the contract billing demand.

F. Monthly Minimum Charge.

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

1. The CP billing demand charge, based on a minimum of 25kW plus the Service Availability Charge.

And

2. All applicable demand charges, all applicable energy and energy surcharge charges, all applicable fuel charges, the Service Availability Charge, any applicable Facilities Charges, and any applicable Gross Receipts Taxes.

G. Power Factor Adjustment.

The Member shall guarantee a Power Factor of not less than ninety percent (90%) lagging. If the Power Factor during the month is less than 90% lagging, the total bill for the month shall be increased one percent (1%) or fraction thereof by which the Power Factor during the month is less than 90% lagging.

H. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

I. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

J. Wholesale Power Cost.

The cost of power and wholesale delivery to serve the Member including but not limited to capacity, delivery, ancillary, energy, fuel, and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. The power cost will be calculated using the billing units defined in the same manner as defined in the applicable wholesale rate and other charges to the Cooperative, including any ratchet provisions. The Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

K. Revisions.

Revisions to this tariff except as to the Availability and Type of Service provisions shall become effective upon approval of the Board of Directors of the Cooperative following changes to the wholesale rates as approved by the Board of Directors of Western Farmers Electric Cooperative.

L. Capacity Curtailment Terms and Conditions.

This rate is a curtailable rate. The curtailment shall be subject to notice by the Cooperative by 12:15 PM on the day of the requested curtailment and shall be communicated to the Member by e-mail or by telephone or by facsimile or by any other means agreeable by both parties. It shall be the sole responsibility of the Member to notify the Cooperative when changes are made by which the Cooperative is to notify the Member. The Member agrees to curtail total Demand responsibility during called peak days of the Cooperative, from 3:00 PM to 7:00 PM, beginning June 1st and running through September 9th, upon notification by the Cooperative. Also, the Member agrees to remove any Demand responsibility from the Cooperative during periods when the Member is making a "TRIP" with the rig and agrees to accept full Demand responsibility to be made up with an on-site generator. Any Demand established during any called peak period shall be paid for by the Member based on

calculations furnished by the Cooperative to ensure no long-term Demand impact will be left by the Member. This will ensure that the Cooperative is made whole for any future Demand costs caused by the Member.

202.13 Distributive Generation Rider.

A. Availability.

Applicable to Distributed Generation connected in parallel operation to the Cooperative's lines in accordance with the Cooperatives established service rules and regulations and the Cooperative's Distributed Generation Procedures and Guidelines Manual for Members (Policy# 407). This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one Point of Delivery and measured through one meter, where the Member's:

1. distributed generation facility is a Qualifying Facilities (QF) are defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). Refer of CFR Title 26, Volume 4, Sec. 292.204.
2. facility has a maximum rate capacity of 300 kW or smaller:
 - a. Facilities \leq 300 kW of maximum rated capacity will be replaced in this size category if the installed capacity of the distributed generation resource is less than or equal to 125% of the Member's peak load.
 - b. Where facilities are \leq 300 kW but where the installed capacity of the distributed generation resource is greater than 125% of the Member's peak load, the facility shall be treated as greater than 300 kW, including sales and purchases.
3. employs equipment compatible with the particular line segment of the Cooperative.

B. Sales to Member.

Sales to a Distributed Generation Member shall be consistent with the applicable retail Rate Schedule established by the Cooperative and in use by the Member as if there were so Distributed Generation Installation.

For facilities \leq 300 kW, where the installed capacity of the distributed generation resource is not greater than 125% of the Member's peak load, and where the Member desires to export power:

1. For power produced in excess of on-site requirements, the Member will be compensated by the retail purchase meter running in reverse (Net metering). The Cooperative shall bill the Member for the excess Energy supplied by the Cooperative over and above the Energy supplied by the Member during each billing period according to the Cooperative's applicable retail Rate Schedule.
2. When the energy supplied by the Member exceeds the Energy supplied by the Cooperative during a billing period, the monthly charge and/or minimum bill of the retail Rate Schedule shall be billed by the Cooperative in addition to the monthly metering charge, and the excess Energy shall be purchased by the Cooperative on behalf of the Cooperative's Power Supplier at a rate equal to the avoided energy cost of the Cooperative's power supplier. Payment for excess Energy provided by the Member shall be shown as a credit on the Member's monthly bill.
3. The Cooperative and/or its power supplier may, at its sole discretion, purchase power from a Non-Qualifying Facilities under the terms of this section.

C. Monthly Rate.

1. Power Line Carrier (PLC) Meter:

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

Meter Charge: \$15.00 per meter/month

2. Radio Frequency (RF) Meter:

Each billing period the Member shall be obligated to pay all charges indicated on his/her base rate.

Meter Charge: \$0.00 per meter/month

D. Facilities Charge.

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

E. Contracts.

The Member will sign and deliver an interconnection agreement to the Cooperative, and where required, with the Cooperative's power supplier. The Cooperative will provide the required contract form with these guidelines.

F. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

G. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.14 Independent Public-School.

A. Availability.

Available to independent public-school districts, using 50kW or greater Demand per month, for all uses subject to the established rules and regulations of the Cooperative.

B. Type of Service.

Single-phase and three-phase, 60 hertz, service at its available secondary distribution voltages. Where service of the type desired by Member is not already available at the Point of Delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

Service Availability Charge:		\$100.00 per month
Energy Charge:	All kWh	\$0.061800 per kWh

D. Minimum Monthly Charge.

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

1. The monthly Service Availability Charge.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.15 Wind Farm, Solar Farm, and Other Wholesale Generating Facilities.

A. Availability.

Applicable to all Members taking the type of service described in this Rate Schedule where the Member is located within the Cooperative's service territory and the Member's generation output is not connected to the Cooperative's facilities.

B. Type of Service.

The Cooperative is purchasing power for service to the Member from its wholesale power supplier and directly assigning the cost to the Member.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

Retail Component: \$1,050.00 per Month

Wholesale Power Cost:

The cost of power and wholesale delivery to serve the Member including but not limited to capacity, delivery, ancillary, energy, fuel, and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. The power cost will be calculated using the billing units defined in the same manner as defined in the applicable wholesale rate and other charges to the Cooperative, including any ratchet provisions. The Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

D. Gross Receipts Tax.

The two percent (2%) Gross Receipts Tax shall be calculated and included in the bill.

E. Minimum Monthly Charge.

The minimum monthly charge shall be \$1,050.00 per month.

F. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

G. Terms of Payment.

The monthly bill shall be due fifteen (15) days after the date of mailing. A one and one-half percent (1.5%) penalty shall be added to the amount due, after the due date.

202.17 Standby Service Rider

A. Applicability.

Applicable to Distributed Generation connected in parallel operation to the Cooperative's lines in accordance with the Cooperatives service rules and regulations and the Cooperative's *Distributed Generation Procedures and Guidelines Manual for Members (Policy# 407)*. This rider shall apply to the following:

1. All new member loads that can self-generate fifty (50) kW or greater, or in other ways provide, a portion of their own requirements and continue to receive a portion of their requirements from the cooperative.
2. All existing member loads after the effective date of this Rider that install additional self-generation of fifty (50) kW or greater, modify existing self-generation facilities of fifty (50) kW or greater, or in other ways provide a portion of their own requirements but continue to receive a portion of their requirements from the cooperative.

New Member Load means any end-use member load that has not been previously metered by the cooperative or its power supplier WFEC for which this Rider is applicable. If a load is purchased, transferred, changes names, or is clearly a previously served load and has not had zero billing for the past eighteen (18) months, the load shall be treated as an existing load member.

Existing Member Load means any end-use member load with self-generation installed prior to the effective date of this Rider. Existing Member Load shall not be subject to the provisions of this Rider unless modified pursuant to section (2) above.

This Rider shall not apply to Member loads with generators used solely for load control during called Peak Hour periods or Member loads with generators being used solely for outage and emergency purposes.

B. Monthly Rate.

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

Low Side of Distribution Substation	\$2.50/kW of Standby Billing kW
Distribution Primary Delivery	\$2.58/kW of Standby Billing kW
Distribution Secondary Delivery	\$2.65/kW of Standby Billing kW

C. Standby Billing kW.

For members served on tariffs that do not include a Demand Charge component, the Standby Billing kW shall be equal to the nameplate kW capacity of the installed self-generation unit.

For members served on tariffs which do include a Demand Charge component, the Standby Billing kW shall be the lesser of:

1. The nameplate kW capacity of the installed self-generation unit, or
2. The highest metered non-coincident peak demand during the current or previous 11 monthly billing periods.

202.18 PCA Billing Adjustments

A. Availability.

Available to all Members of the Cooperative, except those consumers which qualify for the Optional LP rate or the Managed Demand Term Rate.

B. Adjustment for Cost of Purchased Power:

The foregoing charges shall be increased or decreased by the amount of cents or fraction thereof by which the average cost of power per kWh purchased as paid to suppliers for power during the previous month exceeds or is less than \$0.058065 per kWh and calculated in accordance with the following formula approved by the Cooperative's Board of Directors:

FORMULA

$$P.A. = \frac{\{AX\ 1\}}{1 - B}$$

Where:

P.A. = Power cost adjustment to be made per kWh billed.

A. = The amount of cents or fraction thereof by which the average cost of power as paid to the supplier of power by the utility during the previous month preceding the end of the billing period for which kWh usage is billed exceeds or is less than \$0.058065 per kWh.

B. = The average percentage of power losses expressed decimally as calculated annually every January, based on previous calendar year average.

202.19 Taxes Adjustments

All bills shall be adjusted by the amount of any gross receipts tax or other tax attributable to the sale of Electric Service to the Member unless Member has previously provided to the Cooperative satisfactory proof of exemption.

203. Billing Adjustments.

The Cooperative shall adjust all bills in accordance with the following adjustments if applicable:

203.1 Over Billing and Under Billing.

If billings for utility service are found to differ from the Cooperative's lawful rates for the service being purchased by the Member, or if the Cooperative fails to bill the Member for such service, a billing adjustment shall be calculated by the Cooperative. If a Member is due a refund, an adjustment shall be made for the entire period of the overcharges. The back billing shall not exceed six months unless the Cooperative can produce records to identify and justify the additional amount of back billing or unless such undercharge is a result of meter tampering, bypass, or diversion by the Member. If the underbilling is \$100 or more, the Cooperative shall offer the Member a deferred payment plan for the same length of time as that of the underbilling.

203.2 Meter Error Adjustment.

If the meter is found to be outside the accuracy standards established by the American National Standards Institute, Incorporated, proper corrections shall be made of previous readings for the period of six (6) months, as the meter shall have been shown to be in error by such test, and adjusted bills shall be rendered. No refund is required from the Cooperative except to the Member last served by the meter prior to the testing. If the meter is found not to register for any period, unless bypassed or tampered with, the Cooperative shall make a charge for units used, but not metered, for a period not to exceed six (6) months based on amounts used under similar conditions during a period or periods preceding or subsequent thereto, or during corresponding periods of previous years.

203.3 Late Payment Fee.

For delinquent accounts, the Cooperative shall assess a late payment fee not to exceed one and one-half percent (1.5%) of the total charges owed on each delinquent bill.

203.4 Rate of Interest.

The rates of interest to be paid on Member deposits will be at a rate determined by Cooperative management, which under no circumstance shall be less than the rate prescribed by the Oklahoma Corporation Commission in its general rules and regulations governing the operations of electric utilities.

204. Service Fees.

204.1 Reconnect Fee

A. Reconnect Fee When Service is Disconnected for Non-Payment

If a service is disconnected for nonpayment, the Member shall be charged a reconnect fee of \$100 in addition to the amount of the past due bill. If the service is disconnected a second time in the same 6-month period, the Member shall be assessed another reconnect fee of \$100 in addition to the amount of the past due bill. If a service is disconnected for nonpayment a third time in the same 6-month period as the first disconnect, the Member shall be charged a reconnect fee of \$250 in addition to the amount of the past due bill.

At any time, the Cooperative may ask the Member whether a prepaid meter device may be installed, or the Member may request that a prepaid meter device be installed. If the Member chooses to have a prepaid meter device installed, the reconnect fee shall be waived, but the Member's amount of the past due bill must still be paid in full as agreed by the Cooperative and the Member on or before the date specified by the Cooperative.

If a service is disconnected for nonpayment and a prepaid meter device cannot be installed on the applicable meter, or the applicable meter does not have remote disconnection capabilities, the Member will be a charged a \$250 reconnect fee in addition to the amount of the past due bill. If the service is disconnected a second time in the same 6-month period, the Member shall be charged a \$500 reconnect fee in addition to the amount of the past due bill.

B. Reconnect Fee When Service is Disconnected for Reasons Other Than Non-Payment

If a service is disconnected for a reason other than nonpayment and remains disconnected for less than 6 months, the Member shall be charged a reconnect fee of \$75.00. If a service is disconnected two or more times for a reason other than nonpayment within the same 6-month period, the Member shall be charged a reconnect fee of \$150. If a service is disconnected for a reason other than nonpayment and remains disconnected for 6 months or more, the member should be charged a connect / transfer fee in accordance with Section 204.5.

204.2 Service Charge.

Except as provided in these rules, the Cooperative may charge labor and transportation costs, which are attached as Exhibit A, for each trip made by a Cooperative employee for a power outage due to a problem on the Member's side of the meter (including but not limited to, blown fuses, circuit breakers, and/or internal wiring problems), or damage to the Cooperative's facilities caused by a Member or any other person (including but not limited to, over loading transformers, meter tampering, and/or vehicle/farm equipment contact with poles and/or wire).

No charge shall be made to investigate an outage or service irregularity unless the outage or service irregularity is caused by a Member's installation or equipment or is caused by damage to the Cooperative's facilities caused by a Member or any other person.

204.3 Damage Fee

If the Cooperative's facilities are damaged by a Member or any other person, the Cooperative shall charge the Member or the person responsible for the damage a damage fee that includes

the costs to repair and/or replace the Cooperative's facilities and the cost for any labor and equipment required for the repairs.

204.4 Membership Fee.

Each Member shall be charged a membership fee of \$50.00.

204.5 Connect/Transfer Fee

Each Member shall be charged a \$15.00 connect/transfer fee for each Application for Membership and Electric Service and/or each time a service is transferred into the Member's name.

204.6 Dishonored Payment

The Cooperative shall charge a \$35 fee for each check or other form of payment that is dishonored or returned to the Cooperative. Upon receiving a dishonored or returned check or other form of payment, the Cooperative shall prepare and mail/transmit a notice to Member stating that such payment was returned to the Cooperative and that the account is still due and payable in addition to a \$35 charge for handling the returned payment plus any additional bank charges. The notice shall also state that the payment of the account shall be made in cash, certified check, or money order. If payment on the account is not made within five (5) days of the date of the notice, the service shall be disconnected. Any Member having a check or other form of payment dishonored two or more times in a 12-month period may be required to pay by cash, money order, or certified check.

Postdated checks will not be accepted by the Cooperative as payment of any account.

204.7 Meter Test Fee.

The Cooperative may charge the Member a fee which reflects the cost the Cooperative pays to an independent meter testing facility to test the meter in addition to a service charge in accordance with Section 204.2 for each required trip to the premises if:

- A. The Member's meter has been tested at Member's request and within a period of four (4) years the Member requests a new test, and
- B. The Cooperative's meter test finds the meter to be within the accuracy standards established by the American National Standards Institutes, Incorporated.

204.8 Tampering Fee.

The term "meter tampering" as used herein applies to any instance in which a meter assigned to a Member shows any evidence of having been entered by any person, firm or corporation other than a Cooperative employee in furtherance of the Cooperative's business. Tampering includes, but is not limited to, instances in which the seal is broken, jumpering the meter so as to bypass the meter and impair or defeat its measurement of Energy, or reversing the meter so as to impair or defeat its measurement of Energy. Tampering also includes any other act whether specifically covered herein which interferes with the meter's effectiveness to gauge the consumption of electric Energy.

In cases of meter tampering or bypassing of meter, electric Energy consumed, but not metered, may be estimated by the Cooperative based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar Members under similar conditions.

The Cooperative may charge a Tampering Fee that shall include a fee of \$250.00, a service charge in accordance with Section 204.2 for each required trip to the premises, a reconnect fee in accordance with Section 204.1(A) as if the Member was disconnected for non-payment, and a charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing of the meter.

204.9 Distributed Generation Application Fee.

Prior to review by the Cooperative of a Member Distributed Generation (DG) interconnection application and DG plan, the Member shall pay the following fees:

- A. For Distributed Generation Facilities < 300 kW:
 - 1. PLC Meter
An inspection fee of \$0.00 and an engineering fee, as required.
 - 2. RF Meter
An inspection fee of \$250.00 and an additional engineering fee, as required.
- B. For Distributed Generation Facilities 300 kW to 3 MW, an application fee of \$500.00 and an additional engineering fee, as required.
- C. For Distributed Generation Facilities greater than 3 MW, fees will be negotiated between the generator and the Cooperative once the Cooperative is contacted by the generator.
- D. Any and all other fees outlined in Section 202.13, Distributive Generation Rider.

A separate fee must be submitted for each DG facility. All size requirements are based on DG output.

III – SERVICE RULES AND REGULATIONS

301. Application for Membership and Electric Service.

301.1 Application Required.

Any Person desiring to receive Electric Service from the Cooperative shall apply for such service by properly completing, signing, and filing with the Cooperative an Application for Membership and Electric Service. Special contractual arrangements, which may include additional charges, may also be required. A separate Application for Membership and Electric Service is usually required (1) for each location where delivery of electric Energy is desired, whether or not for initiation or renewal of service or otherwise, and (2) for each meter at the same location to be used by the same Member. An Application for Membership and Electric Service is filed when it is received by an appropriate Cooperative employee at any office of the Cooperative.

The Application for Membership and Electric Service must be in the same name as the Person desiring to receive Electric Service. In case of violation of this provision, the Cooperative may discontinue service. The Cooperative may require suitable identification, and such other information as may be reasonably necessary to evaluate the application.

The Applicant must furnish all permits and/or easements required to enable the Cooperative to provide service.

301.2 Membership in the Cooperative.

If the Applicant is not a Member of the Cooperative, the Applicant shall properly complete, sign, and file an Application for Membership and Electric Service. The filing of an Application for Membership and Electric Service shall be accompanied by the payment of one (1) membership fee in accordance with Section 204.4.

In accordance with the Cooperative Bylaws, spouses may apply for a joint membership and if accepted into joint membership shall abide by provisions so set forth.

301.3 Offer to Purchase Electric Service.

Upon compliance with the provisions of Section 301.1 and Section 301.2, the Applicant has made an offer to purchase electric Energy from the Cooperative, the terms of which are contained in the Application for Membership and Electric Service, these Terms of Service, and any applicable easement. If no easement is executed, the Member will upon request by the Cooperative at any later time execute an easement granting to the Cooperative, at Member's expense, a satisfactory easement across lands owned or controlled by the Member. In the event the Member shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where the Cooperative's electric lines are accessible, the Member shall grant or reserve an easement for Electric Service over the part having access to electric lines for the benefit of the isolated part.

302. Deposits.

The Cooperative may require a Member, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit by way of deposit in such form and manner as may be prescribed by the Cooperative. The satisfactory establishment of credit by way of deposit shall not relieve a Member from complying with provisions for prompt payment of bills.

302.1 Amount of Deposit.

A residential deposit is \$200. A general service deposit is \$100. A commercial deposit is determined by a formula calculated by the Cooperative based on the service size requested by

the Member. Deposits may be in the form of cash or a cash equivalent, approved bank letters of credit, or approved surety bonds. In accordance with Section 302.6, no interest will be paid on deposits secured by letters of credit or surety bonds. The Cooperative may require an Applicant for Temporary Electric Service or seasonal service or service to weekend or intermittent use installations to pay a deposit sufficient to reasonably protect the Cooperative against the assumed risk for any of such services. The following table outlines the deposit required based on the applicable Rate Schedule:

Deposit Required	Applicable Rate Schedule
Residential Deposit	<ul style="list-style-type: none"> • Residential • Residential All Electric
General Service Deposit	<ul style="list-style-type: none"> • General Service • Irrigation • Irrigation with Load Control
Commercial Deposit	<ul style="list-style-type: none"> • Small Commercial Single Phase • Small Commercial Three Phase • Billboard & Commercial Lighting • Large Commercial • Optional Large Power (LP-2) • Managed Demand Term Rate (LP-4) • Wind Farm, Solar Farm, and Other Wholesale Generating Facilities
No Deposit	<ul style="list-style-type: none"> • Residential Prepaid • Yard Lighting • Independent Public School

302.2 Additional Deposit.

An additional deposit may be required if the average of the Member’s actual billing for the last 12 months is at least twice the amount of the original estimated annual billings and a disconnect notice has been issued for the account within the previous 12 months.

The Cooperative may require that an additional deposit be paid within 10 days after the Cooperative has issued a written disconnection notice and requested the additional deposit.

Instead of an additional deposit, the Member may pay the total amount due on the current bill by the due date of the bill, provided the Member has not exercised this option in the previous 12 months.

The Cooperative may disconnect service if the additional deposit is not paid within 10 days of the request, provided a written disconnection notice has been issued to the Member. A disconnection notice may be issued concurrently with either the written request for the additional deposit or current usage payment.

302.3 New Deposit.

Every Applicant who previously has been a Member of the Cooperative and whose service has been discontinued for nonpayment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, and make a deposit.

302.4 No Deposit Based on Payment History of a Residential / General Service Applicant.

A residential and/or general service Applicant shall not be required to pay a deposit if the residential and/or general service Applicant has:

- A. had a residential and/or general service account with the Cooperative for 12 consecutive months out of the last 18 months and during those 12 months, the Applicant's service was not terminated for nonpayment and payment was not late more than two times, or
- B. at some time earlier than the previous 18 months the Applicant was a Member of the Cooperative, had a residential and/or a general service account with the Cooperative, and had a satisfactory credit history or when other circumstances exist that, in the opinion of Cooperative management, allow waiving all or a part of the deposit requirement.

302.5 Reduced Deposit Based on Payment History of a Residential / General Service Applicant

A residential and/or general service Applicant shall only be required to pay half of the deposit if the residential and/or general service Applicant presents a letter from his/her previous electric supplier that shows that the Applicant was not late more than two times, and the service was not disconnected for nonpayment more than once in the previous 12-month period. If the Cooperative has already collected the full deposit, half of the deposit will be refunded upon presentation of a satisfactory letter of credit.

302.6 Deposit Interest.

Interest on cash or cash equivalent deposits shall begin to accrue on the date that the deposit is paid to the Cooperative at a rate determined by Cooperative management, which under no circumstance shall be less than the rate prescribed by the Oklahoma Corporation Commission in its general rules and regulations governing the operations of electric utilities. No interest will accrue or be paid on deposits secured by letters of credit or surety bonds.

For deposits on residential and general service accounts, no interest will accrue once the deposit on the account has been returned to the Member or the Electric Service is disconnected, whichever occurs first. For deposits on commercial accounts, no interest will accrue after the Electric Service is disconnected.

If a deposit is returned or credited to the Member's account prior to the Cooperative's annual review of deposits, payment of the interest to the Member shall be determined and paid at the time the deposit is returned or credited to the Member's account. Otherwise, interest shall be determined up to December 31st during the annual review of deposits and applied as a credit to current billing.

302.7 Deposit Records.

The Cooperative shall keep records to show:

1. The name and address of each Member for whom the deposit is held.
2. The amount and date of the deposit.
3. Each transaction concerning the deposit.

302.8 Refund of Deposits.

When a residential or general service account holder has paid bills for service for 12 consecutive billings without having service disconnected for nonpayment of a bill and without having a delinquent bill, and when the Member is not delinquent in the payment of current bills, the

Cooperative shall promptly and automatically refund the deposit plus accrued interest to the Member in the form of a check or credit to the Member's account.

When a commercial service account is terminated, the Cooperative shall, within a reasonable timeframe, refund the deposit plus accrued interest to the Member in the form of a check or a credit to the Member's account.

303. Cooperative Action on the Application.

The Cooperative shall consider the offer to purchase Electric Service and act upon it within a reasonable time by either granting the application (conditionally, subject to these Terms of Service) or refusing service in accordance with these Terms of Service.

303.1 Granting Application.

The Cooperative may grant an application by including the Applicant's name in the minutes of the Board of Directors or by making electricity available at Member's service location.

303.2 Refusal of Service.

A. Grounds for Refusal of Service.

The Cooperative may refuse service if:

1. Deposit.

Applicant/Member refuses to make a deposit required by the Cooperative.

2. Fulfillment of Conditions Precedent.

Applicant/Member has failed or refused within a reasonable time to fulfill any condition precedent to performance (see Section 304.2);

3. Indebtedness.

Applicant/Member refused to pay any indebtedness to any utility having previously provided Applicant/Member with Electric Service;

4. Membership.

Applicant/Member has failed or refused to pay the membership fee or qualify for membership in the Cooperative in accordance with the provisions of law,

5. Hazardous Condition.

It has come to the Cooperative's attention that Member's installation or equipment is hazardous or of such character that satisfactory service cannot be given. The Cooperative does not by initiating service warrant or represent that Member's installation or equipment is not hazardous or of such character that satisfactory service can be given.

6. Actions Towards a Cooperative Employee

Applicant/Member threatens, injures, or attempts to bribe a Cooperative employee.

7. Power Quality Issues

Service proposed by the Applicant/Member will cause or is likely to cause power quality issues and/or have an adverse effect on the Cooperative's Distribution System and/or for other Members on the Cooperative's Distribution System.

8. False Name or Other Artifice.

Member or prospective Member uses an alias, trade name, business name, the

name of a relative or another Person or other artifice to avoid payment of electric service bills.

B. Insufficient Grounds for Refusal to Serve.

The following shall not constitute sufficient cause for refusal of service to a present Member or Applicant:

1. Delinquency in payment for service by a previous occupant of the premises to be served;
2. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;
3. Violation of the Cooperative's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the services of others, or other services such as communication services, unless the Member has first been notified and been afforded reasonable opportunity to comply with said rules;
4. Failure to pay a bill of another Member as guarantor thereto unless the guarantee was made in writing to the utility as a condition precedent to service, and
5. Failure to pay the bill of another Member at the same address except where the change of Member identity is made to avoid or evade payment of a utility bill. A Member may request a supervisory review if the Cooperative determines that evasion has occurred and refuses to provide service.

304. Agreement to Provide Service.

Member requests for Electric Service of the character and type provided by Cooperative are granted within the limitations of the applicable Rate Schedule for Electric Service, the availability of Cooperative facilities, the characteristics of Member's electrical load and these Terms of Service.

The Cooperative may require special contractual arrangements, which may include additional charges, prior to the Cooperative providing Electric Service if the Electric Service requested by Member is not available at the service location, is other than that which Cooperative usually provides or if the service requested is not adequately compensated for by the applicable Rate Schedule.

The grant of an Application for Membership and Electric Service shall operate as an acceptance of Applicant's offer to purchase Electric Service. Any Member taking Electric Service from the Cooperative, in consideration of the Cooperative's supplying Electric Service and regardless of whether or not such Member has made application for such Electric Service, is bound by these Terms of Service and is liable to Cooperative for payment for such Electric Service under the applicable Rate Schedule.

304.1 Terms.

The terms are the provisions of the Application for Membership and Electric Service, the provisions of the articles of incorporation, charter, and bylaws of the Cooperative, the Terms of Service of the Cooperative, the applicable Rate Schedule, any applicable easement, and such rules and regulations as may from time to time be adopted by the Cooperative.

304.2 Conditions to be Fulfilled by Applicant or Member.

As conditions precedent to the performance or obligation of the Cooperative to provide service, the Member shall:

A. Comply with the Law.

Member warrants to the Cooperative that he or she has complied with all federal, state, county, and municipal regulations governing the service applied for and shall remain in compliance. The Cooperative does not undertake to determine if Member is in compliance with the law and the provision of service shall not be construed as any indicia of compliance; however, the Cooperative may require a copy of any approval required by law, ordinance or regulation prior to the provision of service or may refuse or discontinue service if Member fails or refuses to comply with applicable federal, state, county, and municipal regulations.

And

B. Comply with Terms of Service.

The Applicant/Member shall comply with the Terms of Service of the Cooperative governing the service applied for.

And

C. Member's Installation.

Member warrants to the Cooperative that Member's installation is constructed in accordance with the latest revision of the National Electrical Code published by the National Fire Protection Association and/or the latest revision of the National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc., as well as other Codes that may be applicable. Member further warrants to the Cooperative that Member's installation will be maintained in accordance with such Codes. The Cooperative does not undertake to determine if Member's installation complies with such Codes and the provision of service shall not be construed as any indicia of compliance; however, should it come to the attention of the Cooperative that Member's installation does not conform to such Codes, Member may be required to conform prior to the provision of service, or the Cooperative may discontinue service.

And

D. Easement.

Member shall grant or secure to the Cooperative an easement, the form and content of which is satisfactory to the Cooperative. In the event the Applicant/Member is not able to secure an easement acceptable to the Cooperative after reasonable attempts and the Cooperative acquires an easement, then Member shall reimburse the Cooperative all costs.

And

E. Construction Costs.

Member shall fulfill all obligations for the payment of construction costs in the manner prescribed in these Terms of Service governing line extensions.

304.3 Assignment of Contract.

The Member shall not assign the Application for Membership and Electric Service or any of Member's rights or obligations thereunder except by written consent of the Cooperative and in compliance with the articles of incorporation and bylaws of the Cooperative. The Application for Membership and Electric Service shall inure to the benefit of the Cooperative's assigns.

304.4 Modification by the Parties.

The agreement to provide Electric Service may be modified by the agreement of both the Cooperative and the Member if such agreement is made in writing and signed by both parties.

305. Line Extension.

305.1 General Policy.

The Cooperative extends, upgrades, and relocates its distribution facilities when necessary to provide Permanent Electric Service or Temporary Electric Service in accordance with the following line extension provisions. The following provisions shall apply to all Members requesting service which requires the addition of a new service or a change to an existing service.

A. Definitions

1. “Commercial Service” means a service that is used for business or commercial purposes in which a good or service is provided in exchange for income, excluding livestock operations and operations that produce one or more publicly traded commodities. The applicable Rate Schedule will be used as a determining factor when analyzing how each service is classified. Rate Schedules falling under Commercial Service include: Small Commercial Single Phase; Small Commercial Three Phase; Billboard & Commercial Lighting; Large Commercial; Optional Large Power (LP-2); Managed Demand Term Rate (LP-4); Wind Farm, Solar Farm, and Other Wholesale Generating Facilities.
2. “General Service” means a service that is not a Commercial Service, Irrigation Service, or Residential Service. The applicable Rate Schedule will be used as a determining factor when analyzing how each service is classified. Rate Schedules falling under General Service include: General Service.
3. “Irrigation Service” means a service that is used primarily for agricultural irrigation purposes. The applicable Rate Schedule will be used as a determining factor when analyzing how each service is classified. Rate Schedules falling under Irrigation Service include: Irrigation; Irrigation with Load Control.
4. “Residential Service” means a service that serves a residential dwelling. The applicable Rate Schedule will be used as a determining factor when analyzing how each service is classified. Rate Schedules falling under Residential Service include: Residential; Residential Prepaid; Residential All Electric.

B. Applications for Service

An up-to-date and accurate Application for Membership and Electric Service must be on file at the Cooperative at the time that a new service or change to an existing service is requested. The Application for Membership and Electric Service must be signed by the Member, an authorized project representative, or the lessee of state, federal, or municipal property. The minimum monthly billing charge will be listed on the Application for Membership and Electric Service.

C. Aid to Construction Payments

The Cooperative’s Board of Directors will review and set Aid to Construction Payment prices at least annually. The Cooperatives current Aid to Construction Payment pricing is attached as Exhibit B.

D. Line Extensions

Lines will be extended when necessary to provide Permanent Electric Service or Temporary Electric Service. The Member shall pay any Aid to Construction Payment in advance of any line extension being built. If, after a line extension is complete, additional Member(s) request a line extension radiating from the extension constructed for the original Member, the original Member must allow the Cooperative to construct from any point on the

extension constructed for the original Member. No rebate will be returned to the original Member or any person(s) responsible for such account.

E. Upgrading of Existing Facilities

Facilities will be upgraded from 1 phase to 3 phase services or from current sizing to larger capacity at the discretion of the Cooperative. If a Member specifically requests an upgrade of facilities, or an upgrade is required to prevent overloading of the Cooperative's or the Member's equipment, then the entire estimated upgrade cost will be paid by the Member in the form of an Aid to Construction Payment, which must be paid prior to the upgrade.

F. Relocation of Existing Lines

Cooperative facilities will be relocated at a Member's request provided the Member has provided a satisfactory easement for the new facilities. The Cooperative may relocate its facilities if in the Cooperative's discretion relocation is necessary because of a lack of access, availability of easier access, reduction in the potential for a safety hazard, or to provide more reliable service. The relocation will be paid for entirely by the Member in the form of an Aid to Construction Payment for the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and other costs directly attributable to the project. The Aid to Construction Payment will be invoiced and must be paid in advance of the line relocation.

G. Permanent Residential Service.

The Cooperative will upgrade, relocate, and construct new line extensions of its Distribution System to serve a permanent Residential Service under the following provisions:

1. Applicability.

To qualify as an extension to a permanent Residential Service, the location where Member is requesting service shall:

- a) be a Permanent Installation; and
- b) be a single-family Dwelling Unit not combined with or attached to other residential units.

2. Point of Delivery.

The Cooperative extends its electric facilities only to the Point of Delivery. The Member shall install and be solely responsible for wiring of the installation and all service entrance wiring through the Point of Delivery. The Member shall furnish a disconnect switch as outlined in Section 307. The Cooperative will be responsible for making the connection between the Member's disconnect switch and the Point of Delivery. The Member shall follow all guidelines in Section 307 for connecting the Member's wiring at the Cooperative's metering equipment or to any other facilities of the Cooperative.

3. Aid to Construction Payment

The Member must pay any required Aid to Construction Payment as outlined in Exhibit B in advance.

If the costs in Exhibit B do not apply or do not allow the Cooperative to fully recover the necessary costs, the Cooperative may charge an Aid to Construction Payment for the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and any other costs directly attributable to the project.

H. Non-Permanent and Temporary Line Extensions.

The Cooperative will upgrade, relocate, and construct a new line extension of its Distribution System to serve non-permanent installations and temporary installations under the following provisions:

1. Requirements

The following requirements must be met prior to construction of a Temporary Electric Service:

- A. An Application for Membership and Electric Service must be on file with the Cooperative.
- B. All new account fees and credit requirements must be met.

2. Point of Delivery.

The Cooperative extends its electric facilities only to the Point of Delivery. The Member shall install and be solely responsible for wiring of the installation and all service entrance wiring through the Point of Delivery. The Member shall furnish a disconnect switch as outlined in Section 307. The Cooperative will be responsible for making the connection between the Member's disconnect switch and the Point of Delivery. The Member shall follow all guidelines in Section 307 for connecting the Member's wiring at the Cooperative's metering equipment or to any other facilities of the Cooperative.

3. Aid to Construction Payment

The entire estimated cost of a Temporary Electric Service that will later be removed shall be borne by the Member. The Member shall be required to pay in advance as a non-refundable Aid to Construction Payment, 100% of the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and other costs directly attributable to the project, plus the cost of removal.

A Temporary Electric Service that will later be converted to continuous use or occupancy will be handled as a Permanent Electric Service under Section 305.1(G), or Section 305.1(I)-(L) and will be billed according to the applicable Rate Schedule.

I. Residential Developments.

The Cooperative will utilize its discretion to handle residential developments on an individual, case-by-case basis.

J. General Service

The Cooperative will upgrade, relocate, and construct a new line extension of its Distribution System to serve a General Service under the following provisions:

1. Point of Delivery

The Cooperative extends its electric facilities only to the Point of Delivery. The Member shall install and be solely responsible for wiring of the installation and all service entrance wiring through the Point of Delivery. The Member shall furnish a disconnect switch as outlined in Section 307. The Cooperative will be responsible for making the connection between the Member's disconnect switch and the Point of Delivery. The Member shall follow all guidelines in Section 307 for connecting the Member's wiring at the Cooperative's metering equipment or to any other facilities of the Cooperative.

2. Aid to Construction Payment

The Member must pay any required Aid to Construction Payment as outlined in Exhibit B in advance.

If the costs in Exhibit B do not apply or do not allow the Cooperative to fully recover the necessary costs, the Cooperative may charge an Aid to Construction Payment for the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and other costs directly attributable to the project.

K. Irrigation Service

The Cooperative will upgrade, relocate, and construct a new line extension of its Distribution System to serve an Irrigation Service under the following provisions:

1. Point of Delivery

The Cooperative extends its electric facilities only to the Point of Delivery. The Member shall install and be solely responsible for wiring of the installation and all service entrance wiring through the Point of Delivery. The Member shall furnish a disconnect switch as outlined in Section 307. The Cooperative will be responsible for making the connection between the Member's disconnect switch and the Point of Delivery. The Member shall follow all guidelines in Section 307 for connecting the Member's wiring at the Cooperative's metering equipment or to any other facilities of the Cooperative.

2. Aid to Construction Payment

The Member must pay any required Aid to Construction Payment as outlined in Exhibit B in advance.

If the costs in Exhibit B do not apply or do not allow the Cooperative to fully recover the necessary costs, the Cooperative may charge an Aid to Construction Payment for the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and other costs directly attributable to the project.

L. Commercial Service

The Cooperative will upgrade, relocation, and construct a new line extension of its Distribution System to serve a Commercial Service under the following provisions:

1. Point of Delivery

The Cooperative extends its electric facilities only to the Point of Delivery. The Member shall install and be solely responsible for wiring of the installation and all service entrance wiring through the Point of Delivery. The Member shall furnish a disconnect switch as outlined in Section 307. The Cooperative will be responsible for making the connection between the Member's disconnect switch and the Point of Delivery. The Member shall follow all guidelines in Section 307 for connecting the Member's wiring at the Cooperative's metering equipment or to any other facilities of the Cooperative.

2. Aid to Construction Payment

The Member must pay any required Aid to Construction Payment as outlined in Exhibit B in advance.

If the costs in Exhibit B do not apply or do not allow the Cooperative to fully recover the necessary costs, the Cooperative may charge an Aid to Construction Payment for the estimated value of engineering, material used, construction and retirement labor, right-of-way acquisition and clearing, and other costs directly attributable to the project.

305.2 Installation and Maintenance of Distribution Facilities

All distribution facilities must be installed and maintained by the Cooperative.

305.3 Ownership of Distribution Facilities.

The Cooperative shall retain the ownership of all material, lines and facilities constructed or installed by the Cooperative for the distribution of electric Energy whether or not the same has been paid for by the Member.

305.4 Easements

The Member shall provide the Cooperative, at no charge, an easement on property that he/she owns or controls. The Member shall also assist the Cooperative to the extent possible in obtaining other easements necessary to complete the Member's project. This includes, but is not limited to, the Cooperative's ability to maintain its lines and facilities by way of easement clearing by tree trimming and/or tree removals and herbicide application.

305.5 Unusual Circumstances

In unusual circumstances when the Cooperative determines in its sole discretion that the rules stated in this line extension policy appear to be impractical or inequitable to either party or in the case of the extension of lines of higher voltage or to new loads greater than 1,000 kW, the Cooperative may require a special contract pursuant to the judgment of Cooperative management.

305.6 Modification of Line Extension Policy

Any and all portions of this line extension policy may be modified at the discretion of Cooperative management.

305.7 Line Clearance.

The Cooperative will assist in the transportation of oversized objects through the area or in the construction of buried pipelines or other objects with the Cooperative's right-of-way by temporarily de-energizing Cooperative facilities or temporarily relocating or raising electric facilities provided that the Cooperative receives compensation for all Actual Costs incurred.

"Actual Costs" as used in this Section 305.7 shall mean:

- A. Estimated total of all costs including but not limited to labor, materials used, engineering, right-of-way acquisition and clearing, and other costs directly attributable to the project;
- B. Cost for vehicles used including mileage; and
- C. Cost for Cooperative employees involved.

306. Meters.

306.1 Location and Installation of Meter.

Meters and service switches in conjunction with the meter shall be installed in accordance with the latest revision of American National Standards Institute, Incorporated Standard C12 (American National Code for Electricity Metering), and, if applicable, the provisions of Policy No. 407, Distributive Generation Manual, attached hereto as Exhibit C and will be readily accessible for reading, testing and inspection, and where such activities will cause minimum interference and inconvenience to the Member. The Member shall provide, at a suitable and easily accessible location, sufficient and proper space for installation of meters and other apparatus of the Cooperative. The Member may be required to furnish and install, without cost to the

Cooperative, other necessary metering equipment including but not limited to: (1) meter board, (2) meter loop, (3) meter rack, (4) metering enclosure, (5) safety service switches, (6) adequate earth ground, and (7) an adequate anchor for service drops.

306.2 Type of Meter and Ownership of Meter.

The Cooperative shall provide, install, own, and maintain all meters necessary for the measurement of electrical Energy. Such meters shall be of a standard type which meets industry standards; however, special meters not conforming to such standards may be used for investigation or experimental purposes.

306.3 Limitation of Service from Single Meter.

Whenever the Cooperative is called upon to furnish two or more metering installations per Member, each such installation will be considered a separate Point of Delivery, and charges are to be calculated separately, thereof.

307. Point of Delivery.

Member shall designate the location he or she desires to receive electric Energy subject to the Cooperative's approval and shall provide Service Entrance Conductors and any receptacle needed for the receipt of electric Energy.

The Point of Delivery shall be outside the Member's installation or structure(s) at a location which will facilitate connection in accordance with the National Electrical Safety Code and standard operating practices of the Cooperative.

Depending on the meter location, the Point of Delivery will ordinarily be one of the following points:

- A. Meter on House (MOH) – The Point of Delivery shall be at the point where the Cooperative's secondary service conductor contacts or is attached to the Member's conductor leads out of the weather head. The Member shall wire the disconnect directly after/below the meter base.
- B. Meter on Pole (MOP) – The Point of Delivery shall be at the point where the Cooperative's secondary service conductor is attached to the Member's conductor leads out of the weather head. The Member shall wire the disconnect directly after/below the meter base.
- C. Meter on Underground Service Entrance (MOUSE) – The Point of Delivery shall be at the point where the Cooperative's underground secondary service conductor is attached to the lugs on the top side of the meter base. The Member shall wire the disconnect directly after/below the meter base.
- D. Current Transformer (CT) Metering – The Point of Delivery shall be at the Cooperative's transformer(s) unless otherwise agreed upon between the Cooperative and the Member. The disconnect shall be within 50' and in clear line of site of the Cooperative's transformer(s) and have enough service conductor to be run through each CT Donut and hooked into the transformer(s).
- E. Primary Metering (PME) – The Point of Delivery shall be at the primary side of the VC7 pole, or its equivalent, provided by the Cooperative past the primary metering equipment. Everything past this point is considered the Member's side of the service and is the Member's responsibility. The Member is responsible for providing disconnect cut-out switch(es) on the VC7 pole provided by the Cooperative.
- F. Temporary Overhead Pole (TOP) - The Point of Delivery shall be at the point where the Cooperative's secondary service conductor is attached to the conductor leads out of the weather head. The Member is responsible for providing a properly braced temporary pole and a metering point with a disconnect switch mounted below the meter base. The temporary pole is

to be placed within 25' of the overhead transformer pole and have a 10' above ground minimum connection location.

- G. Temporary Underground Pole (TUG) - The Point of Delivery shall be at the point where the Member's underground service conductor is attached to the secondary blocks within a pad mount transformer. The Member is responsible for providing a pole, a metering point with a disconnect switch mounted below the meter base, and service leads to be hooked up within the pad mount. The temporary pole is to be placed directly beside the pad mount transformer.

308. Electric Energy.

308.1 Delivery of Electric Energy.

If Member has satisfied and continues to satisfy all conditions and perform all obligations contained in these Terms of Service, the Cooperative shall provide electric Energy to Member at the Point of Delivery. The Cooperative may, however, limit the amount of electric Energy furnished.

308.2 Characteristics of Electric Energy.

A. Standard Voltage

Insofar as practicable the Cooperative maintains its standard voltages within the variations permitted under industry standards. The Member should obtain from the Cooperative the phase and voltage of the service available before committing to the purchase of motors or other equipment.

B. Frequency.

The Cooperative's wholesale power supplier controls the frequency of current provided by the Cooperative. Generally, the Cooperative provides alternating current at a standard frequency of 60 cycles per second. Except for infrequent and unavoidable fluctuations, this standard is usually maintained within one-tenth (1/10) of a cycle per second.

309. Method of Providing Service.

309.1 Overhead Service Drop.

Electric Service is generally available to Members throughout the Cooperative's service area from overhead distribution facilities. The Cooperative, however, may refuse to provide overhead service in any area where the Cooperative has or expects substantial investment in underground distribution facilities. To receive overhead service, the Member must install a suitable bracket for attachment of Cooperative conductors in compliance with the National Electrical Safety Code.

309.2 Underground Electric Service.

Electric Service from underground distribution facilities is available to Members who meet the requirements of these Terms of Service. In areas served by the Cooperative's underground Distribution System phase and voltage of Electric Service may be limited to that which can be provided from existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Member's premises or at a suitable location on Member's premises. Conditions of underground service are as follows:

- A. The location and routing of underground distribution facilities is determined by the Cooperative.

- B. Member may be required to provide at his/her expense, pads for padmount transformers, conduit and other associated equipment prior to commencement of construction.
- C. Before the installation of underground distribution facilities, the Member, at the Member's own expense, will complete rough site grading, establish final grade along conductor route, expose to view any underground installation including gas lines, water lines, wastewater lines, communication lines, etc.; and clear the area of all obstructions. No change shall be made in the grade along the conductor route without the consent of the Cooperative. Any change in grade which requires lowering electrical conductors is at the expense of the Member.

309.3 Primary Metering Points

When the service is deemed by the Cooperative to be too large to provide transformer(s) or the voltage requested is not supported by the Cooperative, it may be necessary for the service to be primary metered. The Cooperative will meter the usage of medium voltage primary power delivered to the Member. To receive a primary metered service, the Member must install a suitable disconnecting means either by individual or gang operated cut-out switches in compliance with the National Electrical Safety Code on the pole provided by the Cooperative past the metering point. The Member is responsible for everything past the means of disconnect and is expected to comply with all NESC 2023 or most recent Codes and OSHA safety regulations.

309.4 Multi-Family Residences.

Electric Service is provided through individual meters for each living unit.

309.5 Connection at Point of Delivery.

The Cooperative makes connections of its conductors to the Member's conductors only at the Point of Delivery.

310. Continuity of Electric Service.

310.1 Reasonable Diligence.

The Cooperative uses reasonable diligence under standard utility practices to provide continuous and adequate service in accordance with the standards set forth in these Terms of Service but does not warrant or represent that irregularities or interruptions will not occur.

310.2 Service Interruptions.

Service interruptions may occur. The Member is responsible for installing and maintaining protective devices as are recommended or required by the most current edition of the National Electrical Code and other such devices as are necessary or advisable to protect the Member's equipment or process during irregular or interrupted service including, but not limited to, voltage and wave form irregularities, or the failure of part or all of the Electrical Service. When interruptions do occur, the Cooperative shall re-establish service as soon as practicable.

The Cooperative may interrupt service to provide necessary civil defense or other emergency service in the event of a national emergency or local disaster. The Cooperative may also interrupt service as necessary for maintenance, repairs, construction, moving of buildings or oversized objects, relocation or changes of facilities, to prevent or alleviate an emergency which may disrupt operation of all or any portion of the Cooperative's system, to lessen or remove risk of harm to life or property or interference with proper service, to aid in the restoration of

Electric Service, and on occasions when the Cooperative's wholesale power supplier fails to deliver sufficient Power and/or Energy to the Cooperative.

310.3 Service Irregularities.

Irregularities in service such as voltage surges may occur. Member is responsible for installing and maintaining devices which protect his/her installation, equipment, and processes during such service conditions.

310.4 Investigation of Service Interruptions and Irregularities.

The Cooperative makes reasonable investigation of service interruptions and irregularities reported by a Member. Such investigation normally terminates at the Point of Delivery. If standard service voltage exists at this point and the Cooperative's service facilities are in good condition the Member shall be so advised. The Cooperative shall not be obligated to inspect Member's conductors, installation, or equipment.

310.5 Liability Indemnity and Disclaimer of Warranties.

A. Liability/Indemnity.

The Cooperative is responsible for design, construction, operation, and maintenance of electric service facilities up to and including the Point of Delivery. The Member is responsible for design, construction, operation, and maintenance of the Member's installation beyond the Point of Delivery and has sole control and supervision over the Member's installation. It is particularly understood that the Member assumes full responsibility for electric Energy furnished to Member at and past the Point of Delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for damages including but not limited to injuries to any Persons, including death resulting therefrom, and damages to property occurring upon the premises to the Member arising from electric Power and Energy delivered by the Cooperative whether or not caused by the negligence of the Cooperative except when the negligence of the Cooperative or its agents or agents was the sole proximate cause of such injuries, death of Persons or damages to property.

Except to the extent injuries or damage have been caused by the Cooperative's negligence or willful misconduct as provided in this section it is the express intention of the Member to indemnify the Cooperative for the consequences of Member's own negligence. Without limiting the foregoing, the Cooperative is not and shall not be liable to the Member for damages occasioned by: (A) irregularities or interruptions (of any duration), or failure to commence Electric Service, caused in whole or in part by (1) governmental or municipal action or authority, litigation, public enemies, strikes, acts of God (including weather and its resulting consequences), (2) an order of any Court or Judge granted in any bona fide adverse legal proceeding or action or any order of any commission or tribunal having jurisdiction in the premises, (3) situations or conditions described in the second paragraph of Section 310.2 of these Terms of Service, (4) the absence, inadequacy or failure of protective devices which are the responsibility of the Member, (5) inadequacy or failure of generation or transmission facilities, or (6) any other act or thing reasonably beyond the control of the Cooperative or as may be authorized elsewhere in these Terms of Service; or (B) any interruption of service not occasioned by situations or conditions described in (A) above that has not existed continuously for beyond a reasonable period of time after notice to the Cooperative, which reasonable period shall under no circumstances be less than twenty-four (24) hours or any interruption of service of greater than a reasonable duration if the Cooperative has used reasonable diligence in attempts to restore Electric Service after the Cooperative is notified of such interruption.

The Cooperative may perform voluntary or emergency acts to electric facilities which are the responsibility of the Member but shall have no liability for damages or injuries resulting from said acts except to the extent that said damages or injuries are proximately caused by acts or omissions of the Cooperative which are found to be wanton or willful with the intent to cause injury.

In any claim or cause of action relating to the provision of Electric Service asserted by the Member or any other Person against the Cooperative, the Cooperative shall not be liable for any consequential, special, or non-direct damages, including but not limited to loss of use of equipment, extra expense due to the use of temporary or replacement equipment, loss of electronic data or program, loss of business revenue, costs of capital, or any cost not part of necessary repair to or reasonable replacement of electric equipment whether the claim or cause of action is based upon contract, tort, negligence, products liability, or any other theory of recovery.

B. Disclaimer of Warranties.

THE COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

311. Member's Receipt and Use of Electric Energy.

311.1 Receipt of Electric Energy.

A. Exclusive Use.

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

Auxiliary, breakdown, or supplementary service is that Electric Service supplied by the Cooperative which is used to supplement the electric service which the Member secures from another source, or which is available in the event of failure of the electric service which the Member normally secures from another source, or which in effect serves to relieve, sustain, or reinforce the effective operation of the Member's private generating plant or other source of non-Cooperative electric service. This restriction does not apply to (1) use of renewable sources such as wind or solar generation when provided with metering and protective devices approved by the Cooperative, and (2) emergency backup generation when protective devices installed according to applicable Codes and standards are in use.

B. Member's Installation.

Member shall at all times maintain his/her installation in accordance with the latest revision of the National Electrical Code published by the National Fire Protection Association and/or The National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. as well as other applicable standards or Codes that may be imposed by law, ordinance or regulation.

The Cooperative does not undertake to determine if the Member's installation complies with such standards or Codes and the provision of service shall not be construed as any

indicia of compliance. However, should it come to the Cooperative's attention that the Member's installation does not conform to such standards or Codes, the Cooperative reserves the right to refuse to connect to the installation and the Cooperative may without further notice discontinue service to the Member when a defective installation upon the premises of the Member results, or is likely to result, in interference with proper service.

The Cooperative is not responsible for any loss, injury, or damage which may result from defects in a Member's installation on the Member's premises.

311.2 Members Use of Electric Energy.

A. Permitted Uses.

Electric Energy provided through Cooperative facilities shall be used by the Member exclusively for the purpose or purposes specified in the availability clause of the Rate Schedule under which Member is receiving service and being billed.

B. Resale Prohibited.

Member shall not resell electric Energy unless specifically provided for in writing by the Cooperative.

C. Uses Prohibited by Law.

Member shall not use electric Energy for any unlawful purpose, or in such a manner that it may endanger life or property.

311.3 Member's Electrical Load.

A. Load Balance.

The Cooperative requires the Member to control the use of electric Energy so that the Cooperative's electrical load at the Point of Delivery is in reasonable balance.

B. Allowable Motor Starting Currents.

Across-the-line starting currents must be approved by the Cooperative prior to energizing. Any service with a motor starting device must meet industry power quality standards as defined in Section 311.3(D).

Groups of motors starting simultaneously are classed as one motor.

C. Intermittent Electrical Loads.

Electric Service is provided to equipment whose use of electricity is intermittent and subject to fluctuations as a part of the Member's installation or by a transformer dedicated solely to that equipment and served as a separate account. Members contemplating the installation of such equipment are to make specific prior arrangements with Cooperative.

D. Equipment Necessary to Limit Adverse Effect.

Members must comply with IEEE 519:2022, Standard for Harmonic Distortion in an Electric Power System, and other power quality practices. A Member is responsible for correcting any current distortion caused by their use of Cooperative's system to be within an acceptable range as set by IEEE 519. Members must ensure that their service operates within any and all applicable industry standards regarding power quality and must take steps to eliminate any adverse effect seen on the Cooperative's system and/or by other Members on the Cooperative's system.

The Cooperative may require the Member to provide, at the Member's expense, suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in the

Member's installation where the Member is found to, be operating electrical equipment which produces voltage fluctuations, interference or distorted wave forms which adversely affect electric service provided by the Cooperative to the Members.

In lieu of requesting the Member to install such suitable or special equipment limiting such adverse effect, the Cooperative may, at its option, install at the Member's cost, additional transformer capacity (which may or may not be dedicated solely to such Member) or other equipment specially designed to reasonably limit such adverse effect.

E. Voltage and Wave Foci of Sensitive Equipment.

The Cooperative will abide by IEEE 1668-2017 under which an acceptable level of voltage sag and short interruption ride-through for electrical equipment is allowable. A Member planning the installation of electric equipment whose performances may be adversely affected by voltage fluctuations and distorted 60 Hertz wave forms are responsible for providing and installing the necessary facilities to limit these adverse effects.

F. Change in Member's Electrical Load.

If a Member adds to the size of his/her electrical equipment, the Member shall notify the Cooperative so that, if necessary, the Cooperative's equipment may be enlarged to sufficiently care for the increased load. If the Member fails to notify the Cooperative, he/she will be held responsible for any damage to the Cooperative's equipment caused by the increased load.

The Cooperative may require information concerning the nature of the load and electric service requirements as well as the expected duration of the load. The Member shall give written notice to the Cooperative fifteen (15) days in advance of connecting any motors or other devices which might increase load above the rated capacity of transformer(s) servicing the Member. If the Member fails to give such notice and an overload condition causes damage to the Cooperative's facilities servicing the Member, then the Member shall pay to the Cooperative a damage fee in accordance with Section 204.3 in addition to any applicable service charge in accordance with Section 204.2.

If in the judgment of the Cooperative there is an increase in any Electric Service requirement for which, under standard engineering practice, it would be desirable to construct additional facilities, then the Cooperative may charge the Member as Aid to Construction Payment or as an increased minimum amount not to exceed the Actual Cost of such facilities together with the cost of any additional facilities required to be constructed by the Cooperative's wholesale power supplier serving the Member's load. The Cooperative may require the Member to execute a new contract for electric service specifying appropriate terms including the Maximum Electrical Load, increased minimum or Aid to Construction Payment.

311.4 Power Factor.

If the Power Factor of the Member's load is less than 90%, the Cooperative may require the Member to install appropriate equipment to maintain a unity Power Factor or at the Cooperative's option, to reimburse the Cooperative for installing the necessary equipment.

311.5 Access.

The Member will admit to the Member's premises at all reasonable hours personnel authorized by Cooperative to inspect, install, remove, or replace the Cooperative's property, to read the Cooperative's meter, and to perform other activities necessary to provide Electric Service, including tree trimming and tree removal where such trees in the opinion of Cooperative constitute a hazard to Cooperative personnel or facilities, or jeopardize the provision of continuous Electric Service. Refusal on the part of the Member to provide reasonable access for

the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge the Member the total estimated cost of relocating all facilities.

All new meter and meter loop installations shall be located on the Member's premises in such a way that open access to the installation is available at all times. The Cooperative's Application for Membership and Electric Service requires Members to grant the Cooperative the necessary easements and rights to construct and maintain its lines and appliances on the premises owned and/or occupied by the Member and on or along any street, road, or highway adjacent thereto.

The Member shall not restrict access to the meter, meter loop, main circuit breaker, or associated equipment by:

- A. Enclosing the installation in any building addition, room, garage, enclosed porch, etc.
- B. Erecting any kind of structure in such a manner that will close off access to the installation.
- C. Changing the property conditions with ditches, fences, refuse, or other such barriers that will not allow reasonable access to the installation.
- D. Allowing animals to be chained to Cooperative poles or in a manner that would allow them to reach Cooperative personnel.

The Member shall notify the Cooperative when changes are made to the Member's premises that will affect access to the meter, meter loop, main circuit breaker, or associated equipment. The Member is responsible for making all changes in the Member's wiring at the Member's expense.

Upon the Cooperative's discovery that access to a meter, meter loop, main circuit breaker or associated equipment has been unduly restricted or closed off; the Cooperative shall notify the Member in writing that the condition must be corrected at the Member's expense. The Member has 30 days from the date that the notice is sent to correct the problem. At the end of the 30 days, if proper access to the installation has not been made, the Member's service will be disconnected until the problem has been corrected.

If any of the provisions above conflict with a more restrictive provision of the National Electric Safety Code, as may be amended from time to time, the National Electric Code, as may be amended from time to time, or any other Code, then the provision of the applicable Code shall supersede the conflicting provision and apply.

311.6 Protection of Cooperative's Facilities on Member's Premises.

The Member shall use reasonable diligence to protect Cooperative personnel and facilities on the Member's premises.

In the event of loss of or damage to, the Cooperative facilities on the Member's premises caused by or arising out of carelessness, neglect, or misuse by the Member or unauthorized persons, the Cooperative may require the Member to reimburse the Cooperative the full cost of such damage.

312. Billing.

A bill will be sent to each Cooperative Member on or about the 30th day of each month. The Member shall be obligated to pay the total amount of charges for Electric Service shown on the Member's bill. Such charges shall be calculated in accordance with the Cooperative's latest approved Rate Schedule(s) applicable to the class or classes of service furnished to the Member and these Terms of Service. Failure to receive a bill in no way exempts the Member from payment.

312.1 Determining Usage of Electric Energy.

Usage of electric Energy (expressed as kWh) shall be determined by a meter reading. The meter reading is conclusive and establishes absolutely the amount of Energy used unless it is shown by meter test that the meter was inoperative or inaccurate, in which case the meter reading shall be adjusted as provided in Section 312.3 of these Terms of Service. The meter reading shall not otherwise be adjusted. Electric Energy usage is measured at the metering point regardless of whether or not it is the same as the Point of Delivery.

If service is not measured at the Point of Delivery, measured usage shall be adjusted to reflect actual usage. However, an adjustment to measured usage will not be required if metering at primary voltage provides an economic benefit to the Member (i.e. qualification for a less costly service rate or avoidance of multiple metering resulting in a higher total bill) and the contract for service specifies that measured usage will not be adjusted for transformation and line losses.

312.2 Estimated Billing.

Electric Energy as well as Demand may be estimated by the Cooperative when there is good reason for doing so, such as inclement weather, personnel shortage, inability to gain access, a communication error, etc. provided an actual meter reading is taken every 3 months.

312.3 Meter Test and Accuracy Adjustment.

Upon request of a Member, and if he or she desires, in the Member's presence or the presence of his or her authorized representative, the Cooperative shall make a test of the accuracy of Member's meter. The test shall be made during the Cooperative's normal working hours at a time convenient to the Member if he or she desires to observe the test. The test may be held on the Member's premises or at a test laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Member of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test. If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Incorporated, proper correction shall be made according to Section 203.2. The Cooperative may charge the Member a fee for the test in accordance with Section 204.7.

312.4 Service Availability Charges.

The Member will pay a Service Availability Charge in accordance with the applicable Rate Schedule irrespective of the amount of electricity consumed, even if none is consumed. The Service Availability Charge shall be in addition to any fuel cost adjustment charges, power cost adjustment charges or other billing adjustments. All billing adjustments shall be billed in addition to and exclusive of the Service Availability Charge.

312.5 Terms of Payment.

Each bill for utility service(s), regardless of the nature of the service(s), is due by the due date displayed on the Member's bill. If full payment is not received in the office of the Cooperative or at any agency authorized by the Cooperative to receive payment on or before the date such bill is due, the Member's account will be considered delinquent and a one and one-half percent

(1.5%) penalty shall be assessed and added to the amount due. The delinquent account will also be subject to disconnection in accordance with Section 316.2.

312.6 Disputed Bills.

In the event of a dispute between a Member and the Cooperative regarding any bill for electric utility service, the Cooperative shall make such investigation as may be appropriate under the particular circumstances and report the results thereof to the Member. In the event disputes are not resolved, the Cooperative informs Members of the complaint procedures of the Cooperative.

Members shall not be required to pay the disputed portion of the bill which exceeds the Member's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the Member's average monthly usage at current rates shall be the average of the Member's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar Members under similar conditions.

312.7 Deferred Payment Plan.

- A. The Cooperative may in its discretion enter into a deferred payment plan for any amount owed to the Cooperative or any portion thereof. The Cooperative shall offer upon request a deferred payment plan to any residential Member who has expressed an inability to pay all of his or her bill, if that Member has not been issued more than two termination notices at any time during the preceding 12 months. The Cooperative is not required to enter into a deferred payment agreement with any Member who is lacking sufficient credit or a satisfactory history of payment for previous service when that Member has had service from the present Cooperative for no more than three months. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a Member a deferred payment plan.
- B. If a Member has not fulfilled the terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the disconnection rules herein and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.
- C. Every deferred payment plan entered into due to the Member's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the Member pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount under this paragraph.
- D. A deferred payment plan may be made by visiting the Cooperative's business office or contacting the Cooperative by telephone. If the Member visits the Cooperative's business office, the Cooperative may ask the Member to sign the deferred payment plan. The Cooperative must provide the Member with a copy of the signed plan. If the agreement is made over the telephone, the Cooperative shall send a copy of the plan to the Member.

312.8 Average Monthly Payment Plan (AMPS)

A. Availability

The Average Monthly Payment Plan (hereinafter referred to as the "AMPS") is available upon request to Members on the account for their primary residence as an optional payment plan subject to the following provisions.

B. Eligibility

To be eligible to participate in AMPS, the Member:

1. Must have 12 months' billing history at the service location involved.
2. Must have a good payment history such that (1) the Member has not been delinquent in paying his/her account, (2) the Member has not been disconnected for non-payment in the previous 12-month period, and (3) there is no unpaid balance on the Member's account.

Any Member who requests and enters AMPS is subject to removal from the plan should his/her account become subject to disconnection for non-payment at any time.

C. Billing Under AMPS

AMPS billing amount is based on the current month's billing, including any applicable taxes and any unpaid balance from prior months, plus the 11 preceding monthly bills, divided by 12, increased by 10%. This average amount shall be the current month's payment under the plan. This average amount is recalculated each month in this manner.

The monthly bill will be based on the applicable Rate Schedule and the current actual or estimated meter readings to determine usage.

D. Settlement Upon End of Participation in Plan

When the Member's participation in the plan ends, full settlement of the account must occur. This occurs at the request of the Member or the Cooperative.

312.9 Bankruptcy

If any act of bankruptcy is made or committed by the Member or any petition, either voluntary or involuntary, is filed against the Member in bankruptcy, then all bills for service up to the date that bankruptcy is declared become due and payable without any notice at the Cooperative's option.

312.10 Cancellation of Agreement.

If the Member terminates service without proper notice or prior to the end of the contract term or the Cooperative terminates service due to a default or breach by the Member, in addition to the amount then due to the Cooperative, there immediately becomes due and payable to the Cooperative as liquidated damages and not as a penalty a further sum equal to the minimum amount specified in the applicable Rate Schedules or guaranteed in the Application for Membership and Electric Service for the unexpired term of the Application for Membership and Electric Service, whichever is greater.

313. Member Relations.

313.1 Available Information.

A. Facilities for Providing Electric Service.

The Cooperative maintains at each of its business offices and makes available to Applicants and others entitled to the information a current set of maps, plans, and records showing the facilities available for service.

B. Cost of Providing Service.

Prospective residential Applicants are informed of the lowest-priced service alternatives available giving consideration to equipment options and installation charges, if any. The Cooperative does not assume responsibility that the Member receives Electric Service under the most favorable Rate Schedule. If a change in the Member's load or installation occurs which would make the Member eligible for a more favorable Rate Schedule, it is the Member's responsibility to notify the Cooperative in writing of such changes and request that a different Rate Schedule be applied. The Cooperative is not required to bill the Member under the more favorable Rate Schedule until a written Application for Membership and Electric Service is in effect between the Member and the Cooperative specifying the new Rate Schedule. When the Member selects a Rate Schedule or changes its installation to be eligible for selection of new Rate Schedule, the Cooperative is not required to make any refunds covering the difference between the charges under the Rate Schedule in effect and those under any other Rate Schedule which would be applicable to the same service.

C. Terms of Service.

At each of its business offices, the Cooperative maintains and makes available for inspection a copy of its current Terms of Service including all Rate Schedules and rates relating to service. A copy of any applicable portion of the Terms of Service will be provided upon request. Notice of the availability of such Term of Service is posted in each business office in the same area where applications for service are received.

D. Meter Reading.

Upon request, the Cooperative advises its Members of the method of reading meters.

313.2 Member Complaints.

- A. Upon complaint to the Cooperative by a Member the Cooperative shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Cooperative's report, the Cooperative advises the complainant of the Cooperative's complaint process.
- C. The Cooperative keeps a record of complaints showing the name and address of the complainant; the date and nature of the complaint and the adjustment or disposition thereof for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Cooperative need not be recorded.

314. Small Power Production and Cogeneration.

The Cooperative's Policy No. 407 "Distributed Generation Manual" contains the Cooperative's requirements for interconnection and parallel operation of small power production and cogeneration and is hereby incorporated in these Terms of Service and attached hereto as Exhibit C.

315. Member Initiated Discontinuance of Service.

315.1 Members Request.

Any Member desiring to discontinue electric utility service from the Cooperative shall make a request identifying the Member, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such requests shall be made to a Member Service Representative at any office of the Cooperative in person or by telephone.

315.2 Disconnection.

Following receipt of Member's request for discontinuance of service the Cooperative shall disconnect service as soon as reasonably practical.

316. Cooperative Initiated Discontinuance.

316.1 Reasons for Discontinuance.

The Cooperative may discontinue service to a Member under any of the following circumstances:

A. Nonpayment of a Bill.

If the Member fails or refuses to pay a delinquent account for Electric Service (whether or not based upon estimated billing).

Or

B. Breach.

If the Member fails or refuses to perform any obligation under the terms of the Application for Membership and Electric Service or a deferred payment agreement.

Or

C. Interference with Service.

If the Member violates any rule pertaining to the use of Electric Service in a manner which interferes with or is likely to cause interference with Electric Service to other Members or operates nonstandard equipment, provided that the Cooperative has made a reasonable effort to notify the Member and provided there has been a reasonable opportunity to remedy the situation.

Or

D. Failure to Make Application for Service.

If the Member fails or refuses to make application for service in accordance with these rules in the Member's legal name.

Or

E. Refusal of Access.

If the Member fails or refuses to provide the Cooperative with reasonable access to its facilities located on the Member's premises.

Or

F. Backbilling.

If the Member fails or refuses to pay when due any billing authorized by these rules resulting from previous underbilling (whether caused by meter inaccuracy, failure to register, misapplication of rates or otherwise). Correction of billings for meter inaccuracy shall be made for the period of six (6) months immediately preceding removal of the inaccurate meter from, service for testing or from the time the meter was in service since last tested, but not exceeding six (6) months.

G. Hazardous Condition.

When a hazardous condition exists in the Member's installation or equipment.

Or

H. Meter Tampering.

If the Cooperative's meter which serves the Member has been tampered with or bypassed, the Cooperative may discontinue service. For purposes of this section, meter tampering, bypass, or diversion shall be defined as tampering with an electric meter or equipment, bypassing the same, or other instances of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with bypassing, or diverting Electric Service or there has been a theft of Electric Service or criminal mischief having damaged or tampered with the Cooperative's property (Okla. Stat. tit. 76, § 23).

The Cooperative may charge a tampering fee in accordance with Section 204.8, which shall include a fee of \$250.00, a service charge in accordance with Section 204.2 for each trip required to the premises, a reconnect fee in accordance with Section 204.1(A) as if the Member was disconnected for non-payment, and a charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges must be provided to the Member. The Cooperative may also estimate and bill the Member for Electric Service over the entire period of meter tampering, meter bypassing or service diversion and for labor to calculate the un-metered usage.

Or

I. Failure to Comply with Deposit Arrangements.

If the Member fails to comply with arrangements made with the Cooperative for a deposit or additional deposit under Section 302, Deposits.

Or

J. Actions Towards Cooperative Employees

If the Member threatens, injures, or attempts to bribe a Cooperative employee.

Or

K. Power Quality Issues

If the Member's use of Electric Service causes or is likely to cause power quality issues and/or have an adverse effect on the Cooperative's Distribution System and/or for other Member's on the Cooperative's Distribution System, provided that the Cooperative has made a reasonable effort to notify the Member and provided there has been a reasonable opportunity to remedy the situation.

Or

L. Service Connected Without Authority.

If the Member connects a meter without the authority of the Cooperative.

316.2 Notice of Disconnection.

A. Proper Notice Prior to Disconnection for Nonpayment and Disconnection for Nonpayment

If a Member fails or refuses to pay the Cooperative in accordance with the provisions of the Application for Membership and Electric Service, these Terms of Service, the applicable Rate Schedule, a deferred payment agreement, or a guaranty agreement, then proper notice shall be given prior to disconnection. Proper notice shall consist of the Cooperative

contacting the Member via telephone, mail, or electronic means to let Member know that the service may be disconnected on a specified, later date (hereinafter referred to as the "Final Disconnect Date").

After the Final Disconnect Date, if the Member still has not paid or made arrangements with the Cooperative to make payment, the Cooperative may disconnect the service. The following guidelines apply to all disconnections for nonpayment except for disconnections of meters that have a prepaid meter device installed:

1. All disconnects (and reconnects) will be made on a Monday – Friday schedule. The Cooperative will not disconnect any Electric Service for nonpayment after 12:00 p.m. on a Friday or after 12:00 p.m. on the day before a designated Cooperative holiday or office closure. On any other business day, the Cooperative will not disconnect any Electric Service for nonpayment in the two hours preceding the close of the business day. The Cooperative will not reconnect any service disconnected for nonpayment from 5:00 p.m. on Friday until 8:00 a.m. on Monday.
2. If a residential Electric Service, other than a residential prepaid Electric Service, is used for heating purposes, then the Cooperative will not disconnect the service for nonpayment if the temperature is actually, or is predicted to be, 32 degrees Fahrenheit or below within a 24-hour period on the day of disconnection. If a residential Electric Service, other than a residential prepaid Electric Service, is utilized for cooling purposes, then the Cooperative will not disconnect the service for nonpayment if the temperature is actually, or is predicted to be, 101 degrees Fahrenheit heat index or higher within a 24-hour period on the day of the disconnection.

B. Disconnection Without Notice.

Electric Service may be disconnected at any time without any notice to the Member if: (1) a hazardous condition exists, (2) for meter tampering or bypassing, (3) for unauthorized use of the Cooperative's meters or service connected without authority, or (4) any for other unauthorized or illegal activities.

C. Disconnection After Reasonable Notice.

1. Electric Service may be disconnected for violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment [Section 316.1(C)] or if the Member's use of Electric Service is likely to cause power quality issues for the Cooperative's Distribution System or other Member's on the Cooperative's Distribution System [Section 316.1(K)], if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
2. Electric Service may be disconnected for failure to make application for service [Section 316.1(D)]; refusal of access [Section 316.1(E)]; failure to pay a bill to correct previous underbilling [Section 316.1(F)]; threatening, injuring, or attempting to bribe a Cooperative employee [Section 316.1(J)]; if reasonable notice is given.

316.3 Postponement of Disconnection-Medical.

The Cooperative will not discontinue service to a delinquent residential Member (excluding a residential prepaid Member) permanently residing in an individually metered Dwelling Unit when that Member:

- A. notifies the Cooperative that disconnection of service will give rise to a life-threatening condition for any Person who is a permanent resident of the premises, and

- B. submits a "Life-Threatening Certificate" from a physician within 30 days from the date of the initial notification

for a period of 30 days from the date of the initial notification.

The Cooperative may extend the 30-day period if the Member requests an extension prior to the end of the initial 30-day period and the extension is necessitated by a life-threatening condition. If the Member has not paid his/her bill in full or entered into an acceptable payment arrangement with the Cooperative at the end of the initial 30-day period (or the extension period if applicable), then the Cooperative may disconnect the Member's service for nonpayment.

Members are responsible for notifying the Cooperative that disconnection of service will give rise to a life-threatening condition for a Person who is a permanent resident of the premises prior to being placed on the residential prepaid Rate Schedule. If a life-threatening condition arises after a Member is placed on the residential prepaid Rate Schedule, then the Member is responsible for notifying the Cooperative of the condition as soon as practicable after learning of the condition.

316.4 Effect of Discontinuance of Service.

A. Member's Obligations.

Discontinuance of service shall not relieve the Member from any obligation to the Cooperative or lessen or change any obligation in any manner.

B. Cooperative's Rights.

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the Cooperative on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy. Failure of the Cooperative to discontinue Electric Service at any time after default or breach of these Terms of Service or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the Cooperative's right to resort thereafter to any one or more of such remedies for the same or any default or breach by the Member.

316.5 Remote Disconnection Device

At the Cooperative's discretion a remote disconnection device may be installed on a Member's service.

316.6 Dismantling of Cooperative Facilities.

The Cooperative may, upon discontinuance of Electric Service to the Member, dismantle and remove all lines, equipment, apparatus, or other facilities which the Cooperative may have installed to provide electric service to the Member. Alternatively, the Cooperative may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such facilities.

316.7 Liability for Discontinuance of Service.

The Cooperative shall not be liable for any damages of any kind or character resulting from discontinuance or disconnection made pursuant to these rules.

316.8 Refund of Membership Fee.

Within a reasonable time after discontinuance of service (normally 30 days) the Cooperative shall make reasonable efforts to refund the Member's membership fee by mail to the last known address of the Member if the Member is no longer required to maintain a membership.

316.9 Refund of Deposit.

After disconnection of service, if service is not reconnected, the Cooperative shall refund the Member's deposit, plus accrued interest on the balance, if any, in excess of unpaid bills for service furnished.

316.10 Disconnection Prohibited.

Utility service may not be disconnected for any of the following reasons:

- A. Delinquency in payment for utility service by a previous occupant of the premises.
- B. Failure to pay for a different type of class of utility service unless fee for such service is included on the same bill.
- C. Failure to pay the account of another Member as guarantor thereof unless the Cooperative has in writing the guarantee as a condition precedent to service.
- D. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing.
- E. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with and such underbilling charges are due under 316.1(H).
- F. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Cooperative is unable to read the meter due to circumstances beyond its control.

316.11 Disconnection on Holidays or Weekends.

Unless a dangerous condition exists, service shall not be disconnected on weekends or on Cooperative designated holidays or office closures.

317. Definitions.

The following terms, when used in this Terms of Service, have the following definitions:

317.1 Actual Cost.

The total estimated cost of all construction, including not only the labor and materials used in constructing the extension, but also engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension or project.

317.2 Application for Membership and Electric Service.

A written contract between Cooperative and Member under which Cooperative provides Electric Service to the Member.

317.3 Applicant

An individual, partnership, association, joint venture, corporation, trust, governmental agency, public body, or other entity requesting Electric Service from the Cooperative.

317.4 Codes.

Codes governing electrical installations.

317.5 Aid to Construction Payment.

A cash or cash equivalent payment by a Member to Cooperative.

- 317.6 Cooperative.
Cimarron Electric Cooperative, Inc., its successors and assigns.
- 317.7 Demand.
The rate at which electric Energy is used at any instant or averaged over any designated period of time.
- 317.8 Distribution System.
The Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment are used to provide Electric Service.
- 317.9 Dwelling Unit.
A room or rooms suitable for occupancy as a residence, containing a kitchen and bathroom.
- 317.10 Electric Service.
Electric Power and Energy produced, transmitted and distributed, and provided or made available by the Cooperative at the Point of Delivery.
- 317.11 Energy.
The measure of how much electric power is provided over time for doing work. The electrical unit is the Watt-Hour, or Kilowatt-Hour.
- 317.12 Kilowatt.
1,000 Watts; abbreviated "kW."
- 317.13 Kilowatt-Hour.
1,000 Watt-Hours; abbreviated "kWh."
- 317.14 Load Factor.
The ratio, usually stated as a percentage, of actual Kilowatt-Hours used during a designated time period to the maximum Kilowatts of Demand times the number of hours occurring in the designated time period. The designated time period is the number of hours in a month or the number of hours in a year.
- 317.15 Maximum Electrical Load.
The maximum Power and Energy of all motors and other electricity consuming devices on Member's premises which are operated or expected to be operated simultaneously from Electric Service provided by Cooperative at one Point of Delivery, measured in Kilowatts.
- 317.16 Member
As defined in Article I, Section 1 of the Cooperative's Bylaws.
- 317.17 Permanent Electric Service.
Electric Service provided to Member for a period of time in excess of a year and not used for short-term, temporary or seasonal periods of less than twelve months except that construction power is not considered to be permanent electric service even though provided for a continuous period of time in excess of twelve months.

317.18 Permanent Installation.

Any installation that is:

- A. Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full-time basis;
- Or
- B. Any other structure which meets all of the following criteria:
- C. The structure which must be impractical to move. Mobile homes with wheels, trailer hitch, and axle removed are considered impractical to move;
- D. The structure must be actually used or occupied on a permanent fulltime basis;
- E. The structure must be located on property owned by the Member or leased by the Member;
- F. The structure must be permanently connected to a water system and must also be permanently connected to a sewer or septic system.

317.19 Person.

Any individual, partnership, association, joint venture, corporation, trust, or governmental entity, public body or other entity.

317.20 Point of Delivery.

Has the meaning attached to it in Section 307.

317.21 Power.

The rate at which electric Energy is provided for doing work. The electrical unit of Power is the Watt, or Kilowatt.

317.22 Power Factor.

The ratio of real Power, in Kilowatts, to apparent Power, in kilovoltempere, for any given load and time, generally expressed as a percentage ratio.

317.23 Rate Schedule.

A statement of the method of determining charges for Electric Service, including the conditions under which such method applies.

317.24 Service Entrance Conductors.

Conductors provided by Member extending from Member's electrical equipment to the Point of Delivery where connection is made.

317.25 Temporary Electric Service.

Electric Service provided to Member for a single, continuous period of time which is less than twelve consecutive months except that construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be Temporary Electric Service.

317.26 Terms of Service

All provisions of this document and all of its Exhibits.

317.27 Watt.

The rate at which electric Power is provided to do work. One Watt is the Power represented by a current having a component of one ampere in phase with and under a pressure of one volt.

317.28 Watt-Hour.

A unit of work or Energy equivalent to the Power of one Watt operating for an hour.

IV – REVISION LOG

BOARD APPROVED DATE	SECTION	REVISIONS	EFFECTIVE DATE
9/16/2024	202	Revised all rate tariffs.	October Billing Cycle
10/17/2024	Entire Terms of Service Document		11/1/2024
1/20/2025	202.17	Added Standby Service Rider	1/21/2025
6/22/2026	202.13	Removed DG Meter Charge for RF Meter	7/1/2026
6/22/2026	204.9	Added DG Inspection Fee for RF Meter	7/1/2026