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TERMS AND CONDITIONS OF SERVICE-INTRODUCTION

GENERAL STATEMENT

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

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

DEFINITIONS: The following expressions when used in these Terms and Conditions of Service, in Rate Schedules, and in Service Agreements shall, unless otherwise indicated, have the meanings given below.

APPLICANT: Any person, firm, corporation or public body requesting electric service from the Cooperative.

COMMISSION: The Corporation Commission of Oklahoma

COOPERATIVE: Kiamichi Electric Cooperative, Inc.

CONSUMER OR CUSTOMER: Any person, firm, corporation, or public body receiving electric service from Kiamichi Electric Cooperative, Inc.

MEMBER: Any person, firm, corporation, or public body who has complied with the requirements for membership as provided in the Cooperative's By-Laws, its Terms and Conditions of Service, and has been accepted by the Cooperative's Board of Trustees, and is being supplied electric service by the Cooperative.

GENERAL SOURCES OF AUTHORITY:

The Rules, Regulations and Minimum Standard governing and regulating the operations of electric service utilities adopted by the Oklahoma Corporation Commission, as applicable.

The By-Laws and Articles of Incorporation of Kiamichi Electric Cooperative as approved and amended from time to time by the membership of the Cooperative.

The Policies adopted by Kiamichi Electric Cooperative's Board of Trustees.

Federal and Oklahoma laws applying to the operation of Rural Electric Cooperatives.

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RATES

101 APPLICATION OF RATES:

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

102 EXCLUSIVE SERVICE ON INSTALLATION CONNECTED TO COOPERATIVE'S SYSTEM:

- A. The standard electric rate schedules are based on exclusive use of Cooperative's service and, except in cases where the consumer has a contract with the Cooperative for auxiliary breakdown or supplementary service, no electric service from another source will be used by the consumer on the same installation in conjunction with the Cooperative's service, either by means of a throw-over switch or any other connection. Auxiliary or stand-by service may be used to assure a continuity of service but must be approved by the Cooperative.
- B. The consumer will not sell the electricity purchased from the Cooperative to any other consumer, company, or person, unless the rate schedule, under which he is served, specifically provides for such resale. The consumer will not be permitted to extend or connect the installation to lines across or under a street, alley, or other public space in order to obtain service for adjacent property through one meter, unless such adjacent property is part of the same business and actually contiguous except for such intervening public space. At the discretion of the Cooperative, the consumer may resell electric energy under the Cooperative's approved tariffs, in instances of very temporary nature or where the physical characteristics of engineering would create a hazardous condition under Cooperative ownership and operation.

103 TEMPORARY SERVICE:

- A. A consumer requiring temporary service shall pay the regular rates applicable to the class or classes of service rendered for all energy used. In addition to the applicable rate the consumer will also be required to pay the cost of the installation and the cost of the removal less the salvage value of materials which are retired. A temporary service is defined as a service which will be in use for a period of twelve months or less or which, by its very nature, indicates a short duration.
- B. Consumers disconnecting service and reconnecting at the same location in less than twelve (12) months will be required to pay the minimum bill from date of disconnect in addition to a reconnect fee.

104 INTERMITTENT POWER LOADS:

- A. Because of the disturbing influence to the service of other consumers, hoists, elevators, furnaces, welding machines, and other equipment where the use of electricity is intermittent or subject to violent fluctuations, may be served separately or may be served with other light and power equipment at the rate applicable, with the minimum bill modified as follows:
 - 1. When no special transformer is required, the minimum bill of the applicable rate is to include the connected capacity of the intermittent load.

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2. When the installation of special transformer equipment is required to limit voltage fluctuations on other consumers or to insure proper operation of the equipment, the Large Power or Commercial Rate Schedule shall apply to such service, whichever is the lesser. In this case, the minimum bill as determined under the Commercial Rate Schedule is to be based on the connected capacity of the load, but not less than the capacity of the special transformer. If non-inductive equipment is also served from the special transformer, the estimated capacity required for the non-inductive equipment may be subtracted from the total connected load of the special transformer capacity in calculating the figure to be used in determining the minimum bill.
- B. When the expenditure required to furnish service for intermittent power loads is in excess of the amount justified by the expected revenue, the consumer may be required to make suitable payments.

104.1 TRANSFORMER TYPE ARC WELDERS:

The Residential and Commercial consumers who are not served by an individual transformer may connect individual transformer type arc welders having a maximum rated primary input current not to exceed 30 amperes for 240 volt operation. The minimum bill of these consumers is to be determined by the schedule under which they are served.

TERMS AND CONDITIONS OF SERVICE-PART 2

GENERAL INFORMATION

200 APPLICATIONS:

- A. Every consumer before obtaining service shall execute a written application for membership and for electric service. The application for service, when signed by the consumer and accepted and approved by the Cooperative, constitutes a contract.
- B. A "consumer" or "member" as used here, means a person, individual, partnership, association, firm, public or private corporation, public body, or governmental agency at a single location receiving one class of service to be used only at the location or premises under his sole ownership or control.
- C. An application must be signed for each service.
- D. Every application for service shall be made in the true name of the consumer desiring the service. Use of an alias, trade name, business name, spouse's name, the name of a relative, or another person as a device to escape payment of an unpaid obligation for utility service already provided to the consumer, or for any other reason, will not be permitted. In case of violation of this provision, the Cooperative may discontinue service at such location.
- E. The contract for service is not transferable by the consumer, and a new occupant of the premises must make written application before service is begun. The one exception to this may be if the Cooperative has agreed in the Contract for Service to allow for transfer only upon written approval by the Cooperative. Membership fees may be transferred to the new occupant by authority from the original consumer.
- F. The applicant must furnish all permits required to enable the Cooperative to supply service, except those for public space.
- G. All contracts for service under the scheduled rates of the Cooperative, except those that make definite exception, are effective for initial periods of one year and are automatically renewed upon each expiration date on a month to month basis unless cancelled by either party. The Cooperative may require a contract for a period of more than one year when the consumer's requirements for power or energy are unusually large, or necessitate considerable special or reserve equipment and in such cases may require payment by the consumer of such charges and amounts as may be necessary to protect the investment of the Cooperative. Nothing in the above should be interpreted as waiving or modifying in any way the provisions of the Rules and Regulations of the Oklahoma Corporation Commission.
- H. The contract shall, at the option of the Cooperative, cease and terminate and all bills for service previously furnished, immediately become due and payable without further notice in case any act of bankruptcy is made or committed by the consumer, or any petition, either voluntary or involuntary, is filed by or against the consumer in bankruptcy.

201 SECURITY DEPOSITS AND MEMBERSHIP FEES:

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

201.1 Deposits - Residential and Farm Accounts:

- A. New Applicants for Service: A deposit of the larger of one-sixth (1/6) the estimated annual bill or Three Hundred Dollars (\$300.00) will be required except in the following instances:
 - 1. When the consumer/applicant has had an account with the Cooperative for twelve (12) consecutive months out of the last eighteen (18) months, and during those twelve (12) months, service was not terminated for non-payment nor payment of the account late more than twice.
 - 2. When the consumer/applicant at some time earlier than the previous eighteen (18) months has been a consumer of the Cooperative, and had a satisfactory credit history or when other circumstances exist that allows waiving all or a part of the deposit requirement in the opinion of the Chief Financial Officer (CFO) or VP/Chief Executive Officer (VP/CEO.)
 - 3. When the consumer presents a letter from the previous supplier of electricity that their records show the consumer was not late more than twice, nor service disconnected more than once in the previous twelve (12) month period. (If a deposit has already been collected, it will be refunded upon presentation of a satisfactory letter of credit.)
- B. Present Consumers: A present consumer shall be required to post a deposit in an amount of the larger of one-sixth (1/6) the estimated annual electric bill or three hundred dollars (\$300.00) as a condition of continued service:
 - 1. If undisputed charges have become delinquent in two out of the last twelve (12) billing periods, or if;
 - 2. the consumer has had service terminated for nonpayment during the last twelve (12) months. , or if;
 - 3. A check is returned for insufficient funds, or if;
 - 4. The member/consumer is found to have tampered with the Cooperative's meter or other equipment.
- C. Annual Review of Accounts for Deposit Adequacy: On or about June 1 of each calendar year, an annual review of deposits shall commence and be completed by the following June 30th. During this review, deposits shall be refunded if during the preceding twelve (12) months payment of undisputed charges has been "satisfactory". Satisfactory payment will be deemed to have occurred if during the last twelve (12) months payment after the due date has not occurred more than twice.

201.2. Deposits - Non Residential Accounts:

- A. New Applicants for Service: A deposit of the larger of one-sixth (1/6) the estimated bill or Six Thousand Dollars (\$6,000.00) will be required except in the following instances:
 - 1. When the consumer, at some time earlier, has been a consumer of Kiamichi Electric Cooperative, and had a satisfactory credit history, or other circumstances exist that

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allow waiving all or part of the deposit requirement in the opinion of the Chief Financial Officer or Chief Executive Officer.

2. If a part of, or all of the deposit requirement is waived in any instance, the consumer may subsequently be required to pay a full deposit if the account becomes subject to termination because of non-payment whether or not actual termination occurs.
- B. Present Consumers: A present consumer shall be required to post a deposit as a condition of continued service:
 1. If undisputed charges have become delinquent in two out of the last twelve (12) billing periods, or if;
 2. the consumer has had service terminated for nonpayment during the last twelve (12) months. , or if;
 3. A check is returned for insufficient funds, or if;
 4. The member/consumer is found to have tampered with the Cooperative's meter or other equipment.

201.3 Payment of Interest on Deposits

No payment of interest will be made since assignments of margins are made by the Cooperative to its members.

202 FEE SCHEDULE

Membership Fee	\$5.00
New Service Connection Fee	\$20.00
Reconnection after Disconnection-During Normal Business Hours	\$75.00
Reconnection after Disconnection-After Normal Business Hours	\$240.00
Trip/Collection Charge	\$60.00
Meter Reading Charge	\$55.00
Meter Seal Charge	\$40.00
Meter Test Charge	\$80.00
Returned/Insufficient Check Charge	\$35.00
Trouble Report-Member Side	\$45.00
Tamper Charge	\$200.00
Document Filing Fee	The amount required by State of Oklahoma or Filing Agency
Collection Agency Fee	Up to 35.0% of the outstanding bills due

203 SERVICE STANDARDS:

203.1 Residential Service Standards for Single Phase Service: Consumers served under the Residential Rate Schedules shall be furnished single phase service under the following provisions:

- A. Single phase service is standard for farm and residential consumers, and shall be supplied in accordance with line extension policies outlined in Section 501.
- B. Single phase service shall be provided for individual motors of 10-horsepower or smaller.

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203.2 Commercial Service Standards - Single Phase and Three Phase: Consumers served under the Commercial Rate Schedules shall be furnished either single phase or three phase service as required by the consumer, subject to the following provisions:

- A. Single phase service shall be available for single phase motors with individual capacities of 10-horsepower or less. Single phase service may, at the Cooperative's option, be made available for motors of over 10-horsepower each.
- B. Three phase service shall be available for three phase motors with total capacity of 5-horsepower or more. However, if a Commercial consumer requires three phase service for motors with a total capacity of less than 5-horsepower at a place where three phase secondary service is available at or near the location, the Cooperative may, at its option, permit connection of three motors, provided, however, that the minimum charge shall in no case be less than \$40.00 per month, or the transformer minimum specified in the Commercial Rate, whichever is greater. When three phase service is furnished, the consumer shall so arrange his wiring so that all single phase and three phase service can be taken through one meter.
- C. The taking of single phase or three phase service shall be subject to the provisions of Section 405.1 and of the Cooperative's Standard Extension Policy (Part 5, hereof).

203.3 Exclusive Service for Installations Connected to Cooperative's System:

- A. Customers connected to the Cooperative's distribution system shall not use the system for any other purpose than to receive power from the Cooperative.
- B. Customers with electrical Generation Facilities or planning to install electrical Generation Facilities shall notify the Cooperative and comply with the Distributed Generation Policy of the Cooperative.
- C. The customer will not sell the electricity purchased from the Cooperative or generated in a Distributed Generation Facility to any other agency, company, or person, unless the contract from the Cooperative specifically provides for resale.

204 BILLING:

- A. The Cooperative shall retrieve meter readings each month through the Automated Meter Reading System installed at the Customers location.
- B. When the meter readings are not received by the Cooperative, or readings are unavailable in circumstances beyond the Cooperative's control, within reasonable advance of the scheduled billing process, the consumer will be billed on an estimated consumption based on the best information available and the billing will be adjusted when the meter is read. In the event that a meter reading is not received through the automated meter reading system the Cooperative shall send an employee to read and check the meter, but if the meter is not accessible due to the Consumer and the employee has to make a second trip out to read and check a meter then the Cooperative will read the meter and charge the consumer as prescribed in Section 202 for this service.

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- C. Whenever the Cooperative is called upon to furnish two or more meter installations per consumer, each such installation will be considered a separate point of delivery, and charges are to be calculated separately therefore.
- D. Whenever the Cooperative furnishes two or more metering installations per consumer, at the Cooperative's sole option, in lieu of one delivery point metering, for purposes which may serve the Cooperative's best interest for economy or service considerations, the Cooperative shall combine the readings of the multiple meters and compute the charges for such service as though it were metered at one point.
- E. Bills are payable not later than 10-days after the day the bill was mailed to the consumer by the Cooperative.
- F. When the consumer requests discontinuance of service, bills for vacating premises, special bills, or removal bills, except bills for nonpayment, they shall be processed and billed within thirty (30) days from the first of the following month.
- G. All bills are to be paid at the office of the Cooperative or at an authorized Cooperative collection agency, within the time specified above. Consumers applying for electric service will be required to pay a Connection Fee as prescribed in Section 202 for each connection of an electric service.
- H. The Cooperative may mail to the consumer at the address shown on the application for service or change of address order, a bill for electricity delivered hereunder; however, the Cooperative reserves the right to adopt other methods of delivering bills.
- I. Failure to receive a bill in no way exempts the consumer from payment for service.

204.1 Average Monthly Payment Plan (AMP)

- A. Availability: Available to all residential consumers as an optional payment plan subject to the following provisions.
- B. Eligibility:
 - 1. To be eligible to participate in this plan, a consumer must have twelve (12) months billing history at the service location involved.
 - 2. The consumer must not have been late in paying his account after the due date more than twice during the preceding twelve (12) months.
 - 3. The consumer's account must be currently paid in full at the time participation in the plan commences.
 - 4. Any consumer who requests and enters the plan may be removed from it should the account, at any time, become subject to termination for nonpayment.
- C. How the Plan Will Work:
 - 1. A consumer desiring to use the plan shall make request to be allowed to use this optional payment plan.
 - 2. The Cooperative will allow use of the monthly payment plan if the consumer meets and continues to meet the eligibility requirements.
- D. How Preparation of Bills Occur

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1. The average monthly payment amount shall be based on the current month's billing, including any applicable taxes and unpaid balance from prior months, plus the eleven (11) preceding monthly bills, divided by twelve (12). This average shall be re-calculated each month in this manner.
2. The monthly bill will be based on the applicable rate, and the current actual or estimated meter readings to determine usage.

E. Full Settlements

1. A full settlement of the account shall occur when participation in the plan is ended. This occurs at the request of the consumer or the Cooperative.

204.2 Prepaid Accounts/Billing:

- A. Availability: Prepaid service is available to all residential and commercial members as an option, or in instances when the Cooperative considers it necessary, subject to the following provisions:

B. Eligibility:

1. The member's account must be paid in full when participation commences or;
2. At the sole discretion of the Cooperative, and with prior approval from the Cooperative's Customer Service Supervisor, Chief Financial Officer or Chief Executive Officer, member may be allowed to participate with an amount owing (Past Due/Bad Debt) the Cooperative.
3. The member must pay all applicable fees and charges prior to commencement of the service.

C. Initiation:

1. A member must complete and sign a Prepaid Service Agreement that outlines the service and demonstrates the member understands the service.
2. The Cooperative will allow enrollment into the Prepaid Service if the account meets the Availability and Eligibility requirements.
3. The Cooperative will waive Rule OAC 165:35-19-10 Deposits and Interest, of the Commission's Rules of Service and the Cooperative's Board Policy 13, Membership Fees and Deposit, Section I and the Cooperative's Terms and Conditions of Service 201.1 through 201.3.
4. A membership fee is required as prescribed in Board Policy 13, Membership Fees and Deposit and member must complete an Application for Service as prescribed in the Cooperative's Terms and Conditions of Service 201 and 202.
5. In the event a current member opts for the Prepaid Service and the member's account has a deposit applied, said deposit will be credited to member's energy usage and any associated fees that are required. If the deposit amount does not provide a credit amount to the Member's account, the member must pay on the account to provide a credit.
6. For accounts that are to be reconnected after disconnection, the amount needed to reconnect service will be that amount to place account in a credit. For new accounts, the member must pay in advance a connect fee as prescribed in the Term & Conditions of Service 202 and Cooperative's Board Policy 16. For accounts being reconnected after

TERMS AND CONDITIONS OF SERVICE-PART 2

two weeks following disconnection, the member must pay in advance, fees prescribed in the Terms & Conditions of Service 205. In instances where the Cooperative must travel to member location to disconnect service, the account will be charged a Reconnect fee, prescribed in Terms & Conditions of Service 202.

7. Payment at remote locations will be deemed paid only when the payment is received at Kiamichi Electric Cooperative's headquarters.
8. Energy Assistance or Trustee monies will be applied to the prepaid account once payment is received. Pledges will not be accepted to keep electricity on.
9. If a returned check or chargeback is received on the prepaid account, the amount of the return and a returned item fee as prescribed in the Cooperative's Terms and Conditions of Service 205.4 will be charged to the member's account immediately. If this causes the credit on the account to be exhausted, service will be disconnected within 24 hours. The Cooperative has the right to decline payment by check, electronic or otherwise, if member meets provisions set forth in the Commission's Rule OAC 165:35-19-32.
10. Electric Service will be subject to immediate disconnection if at any time the prepaid account does not have a credit balance. Prepaid accounts are not eligible for payment arrangements or Average Payment Plan.
11. Energy statements will not be produced for prepaid account holders. Prepaid account holders will not be subject to the Commission's Electric Utility Rule OAC 165:35-21-20, concerning Delinquent and Disconnection Notices. Energy usage along with account charges and credits can be viewed at the Cooperative's website, www.myusage.com or via the Interactive Voice Response System (IVR). Notices of account activity and Disconnection will be delivered to member by e-mail or IVR. Delivery method will be chosen by member and it will be the responsibility of the member to keep delivery method current.
12. If at any time, a prepaid account holder wants to convert the prepaid account to a regular billed account; a deposit may be required as prescribed in the Cooperatives Terms and Conditions of Service 201.1, Cooperative's Board Policy 13 and the Commission's Rule OAC 165:35-19-10.

D. Past Due/Bad Debt Collection:

If the Cooperative elects to allow a member to participate with a balance owing to the Cooperative as described in Section B. 1. B above, the amount of any payment is to be applied to the Past Due/Bad Debt in the amount equal to fifty percent (50%) of said payment.

E. Usage Calculation:

The prepaid account will be calculated each day and reconciled once per month using the applicable rate and the applicable adjustments appropriate for that month.

F. Full Settlement:

A full settlement of the account shall be made when participation in the service ends and the account is final billed within the billing cycle the account resides.

205 **DELINQUENT BILLS**

205.1 **Due Date and Collection Charges:**

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The due date shall not be earlier than ten (10) days after the bill is mailed, except that for residential consumers it shall not be earlier than twenty (20) days after the bill is mailed in accordance with OAC 165:35–19–32, and a one and one-half percent (1.5%) late payment charge shall be applied to any unpaid balance due each billing period of the Cooperative. The Cooperative may discontinue service and remove the meter for such delinquency in accordance with OAC 165:32–21 as issued by the Oklahoma Corporation Commission. A Collection Fee, as prescribed in Section 202, will be charged for collection of delinquent bills or for a 48-hr notice made by a collector.

205.2 Disconnect and Reconnect Due to Non-Payment:

If service is disconnected because of nonpayment of a bill or for any other reason which may have been outlined in OAC 165:35–21, the Cooperative will charge the member a Reconnect Charge, as prescribed in Section 202 for the electric service.

205.3 Restricted Times for Disconnect:

The Cooperative will not discontinue service for non-payment of bills between the hours of 3:00 P.M. and 8:00 A.M., or after 12: p.m. on Fridays, or all day on Saturdays, or Sundays, or Holidays recognized by the state of Oklahoma, nor during periods of extreme weather.

205.4 Returned Check Charge:

- A. If a consumer pays a bill by personal check and the check is returned by the bank for insufficient funds or absence of account, the Cooperative shall add a Returned Check Fee, as prescribed in Section 202 as a service charge. The Cooperative shall allow one (1) business day for the consumer to make payment in cash, a cashier's check or money order or a check from a social service agency before discontinuing the service for a dishonored negotiable instrument.
- B. The Cooperative may refuse to accept a check for any payment due the Cooperative if the consumer's bank informs the Cooperative that there are not sufficient funds to cover the amount of the check.
- C. Upon return of a second check by a consumers bank within 12 months, the Cooperative may refuse to accept another check for payment for at least 12 months.

205.5 Restoration of Service:

The Cooperative will restore electric service in accordance with the Rules and Regulations which have been previously referenced. If a consumer requests connection or re-connection of an electric service at times other than those which are specified in OAC 165:35–21, the consumer will be charged a Reconnection Fee as prescribed in Section 202 to cover a portion of the additional costs of the services performed.

205.6 Refusal of Service for Non-Payment:

The Cooperative may refuse to provide service to an applicant or Member from whom there remains owing an unpaid account for service of a similar character previously supplied to such

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applicant or member at any location in Oklahoma by an electric utility governed by the Commission.

205.7 Charge For Past Due Accounts Turned Over for Collection:

The Cooperative has the right to pass along costs for Collection Service Fees of up to 35.0% of the outstanding bills due. This shall become the responsibility of the former customer owing the bill.

206 TROUBLE REPORT CHARGES

If a consumer reports an outage of electric service and the Cooperative maintenance man finds that the problem is on the consumer's side of the meter, the consumer will be charged a Trouble Report-Member Side fee, as prescribed in Section 202, to defray a portion of the Cooperative's cost for the call on the account. This shall include cases where the consumer reports an outage and the maintenance man finds that the service has been restored upon his arrival or cases where the consumer has a problem in their wiring that has thrown the breaker on their service.

207 METER SEALING CHARGES

If the Cooperative finds that a consumer has cut and/or removed the meter seal, the consumer will be charged a Meter Seal Charge fee, as prescribed in Section 202, for the replacement of the meter seal.

Consumers or their electricians may remove seals for work on their electric service if they obtain prior approval from the office of the Cooperative.

Consistent removal of meter seals will be considered as diversion of electricity and will be treated accordingly.

208 DOCUMENT FILING CHARGE

In instance where the Cooperative will file documents with city, county, state, or other government entities, the Cooperative will charge a document filing fee as prescribed in Section 202 for each document.

209 FRAUDULENT USE OF-ELECTRICITY

In the event fraudulent use of electricity, or evidence of attempted fraudulent use of electricity, such as tampering with metering equipment, breaking of meter seals, jumpering of meter equipment or service wiring, is discovered, the Cooperative shall have the right to discontinue service without notice to the consumer. Service will not be resumed to the consumer until such time that the consumer has paid all bills including the charges for fraudulently consumed electricity. In the event of legal charges being filed, the service may resume pending outcome of the legal action against the consumer. The estimated charge for the fraudulent energy shall be computed in accordance with OAC 165:35-21-30 of the Oklahoma Corporation Commission. The consumer may also be charged for any damage to the meter or metering equipment, all expenses incurred by the Cooperative, the maximum deposit allowable, and has installed

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facilities in compliance with the National Electric Code; plus a Tamper Charge and Reconnect Charge as prescribed in Section 202. The Cooperative may waive penalties for apparent fraudulent use of electric energy if it can be shown to the satisfaction of the Cooperative that the consumer had no connection with, or knowledge of, such fraudulent use.

210 METER TESTING

210.1 Customer Request for Meter Testing:

- A. Upon receipt of written request from a consumer, the Cooperative will test a consumer's meter within twenty (20) business days from the date the request for a test of the meter is received.
- B. No charge will be made for a meter test requested by the consumer unless the meter is found to test within limits of accuracy prescribed by these rules in which case the Cooperative may make a Meter Test Charge as prescribed in Section 202 to the consumer.
- C. If the accuracy test requested by the consumer is the first test for accuracy which the consumer has requested there shall be no charge even though the meter tests within the limits of accuracy as prescribed by the Oklahoma Corporation Commission.
- D. If the consumer requests that the meter be tested on a Meter Standard, a written report stating the name of the consumer requesting the test, the date of the request, the location of the premises where the meter has been installed, the type, make, size and serial number of the meter, the date of removal, the date tested and the result of the test shall be supplied to such consumer within ten (10) days after the completion of the test.

210.2 Adjustment of Bills for Meter Error

- A. Fast Meters: Whenever any meter tested by the Cooperative or its agent is found to have an average error of more than two percent (2%) fast (or in favor of the Cooperative), the Cooperative shall refund to the consumer the overcharge based upon the previous test, but not to exceed six (6) months unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the overcharge shall be computed from that date.
- B. Slow Meters: Whenever any meter tested by the Cooperative or its agent is found to have an average error of more than two percent (2%) slow (or in favor of the consumer), the Cooperative may charge for the electricity consumed but not included in bills previously rendered, based upon the corrected meter reading for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case, the charge shall be computed from that date.
- C. Non-Registering Meter: If a meter is found not to register or to register intermittently for any period, the Cooperative may charge for an estimated amount of electricity used, which shall be calculated by averaging the amounts registered over corresponding periods in previous years or in the absence of such information over similar periods of known accurate measurement preceding or subsequent thereto.

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- D. Incorrect Register, Connection of The Meter Or Multiplier On Meters: If a meter is found to have an incorrect register, connection, multiplier, or constant, the error shall be corrected. Where the error is adverse to the consumer, the Cooperative shall refund the excess charge for the amount of electricity incorrectly metered over the period of time the meter was used in billing the consumer. Where the error is adverse to the Cooperative, the Cooperative shall charge the consumer the undercharge for the amount of electricity incorrectly metered for the period of time the meter was used in billing the consumer and, if necessary, the Cooperative shall receive payment in installments over a reasonable period of time.
- 210.3 Other Adjustments of Bills: Other appropriate adjustments in meter readings and on bills rendered for electric energy may be made under the following circumstances:
- A. When meter readings are incorrectly reported.
 - B. For estimated readings that are later found to vary considerably from the actual usage.
 - C. When meter cards or payments were mailed on time according to the member's statement and there is no evidence to the contrary.
 - D. When there is a change of residents at a location without the meter being removed and there is a question about the final or beginning readings.
- 211 ACCESS TO METERS AND LOCATION OF METER
- A. Access to Meters and Other Property
The Cooperative shall, at all reasonable times, have access to meters, service connections and other property owned by it on a consumer's premises. Refusal on the part of the consumer to provide reasonable access for the above purposes shall be deemed to be sufficient cause for discontinuance of service on the part of the Cooperative, after a notice, as provided in the Rules of Discontinuance of Service for Non-payment of Bills. The Cooperative will provide its employees with a means of identification in order to claim the right of access.
 - B. Location of Meter
 - 1. The meter shall be installed on a support pole or if underground in a pedestal that is located along the lot line in a location readily accessible to authorized Cooperative representatives for meter reading and maintenance. The meter shall not be placed in a location where it may be accidentally damaged or at a location where it will cause inconvenience either to the consumer or the Cooperative's representative.
 - 2. The meter shall be installed not more than five and one-half (5 ½) feet or less than two and one-half (2 ½) feet above the ground level measured from the center of the meter cover, except by mutual agreement to protect the Cooperative's facilities.
 - 3. No meter shall be installed inside a residence, building or other inaccessible location.
 - C. Relocation of Meter
 - 1. The Cooperative may, at its option and expense, relocate any meter, except that in case of a relocation which is made necessary due to inaccessibility or hazardous location

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caused by the consumer, dangerous conditions including bad dogs or in order to prevent a recurrence of tampering or unauthorized diversion of service.

2. If any of the above circumstances apply, the consumer shall, at their expense, relocate the meter loop and service entrance facilities to a location agreeable to the utility and consumer. If no location can be agreed upon the Cooperative's Engineer will designate the location based on safety considerations.

212 CONSUMER'S RESPONSIBILITY

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

213 HOUSE MOVING

Where a house or structure is to be moved along roadways over which electric wires are strung, the Cooperative must be advised at least 72 hours in advance of the route over which the house or structure is to be moved and a suitable deposit made to cover the cost of providing for clearance of wires. In no case shall anyone other than authorized employees of the Cooperative remove, cut, raise or handle any wires in connection with the moving.

214 CONSUMER'S WIRING – NATIONAL ELECTRICAL CODE

- A. In accordance with OAC:165:35-9-1, the Cooperative shall install, maintain, own and operate all necessary electrical equipment up to the point of delivery. The point of delivery shall be the meter base or the weather head on the meter loop whichever is applicable for the consumer to receive a proper electrical service. All electrical wiring and equipment furnished by the Cooperative and installed on the consumer's side of the point of delivery shall be at the consumer's expense and shall be installed and maintained by the consumer in accordance with the latest edition of the National Electrical Code as approved by the American National Standards Institute and with all requirements prescribed by the governmental authority having jurisdiction. In event of conflict between the National Electrical Code and an applicable Municipal Code, the latter shall prevail.
- B. The Cooperative shall have no duty to conduct inspections of electrical wiring and equipment except for such wiring and equipment which is installed, owned or controlled by the Cooperative.
- C. If customers have an increase in demand for electricity they must notify the Cooperative in writing so that its meter, transformer and other equipment may be increased to provide for the additional load. If customers fail to notify the Cooperative they will be held responsible for any damage to the meter, transformer or other equipment of the Cooperative caused by the increased load.

215 CONTINUITY OF SERVICE

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- A. The Cooperative will use reasonable diligence to supply steady and continuous electric service at point of delivery, but will not be liable to consumer for any damages occasioned by irregularities or interruptions. These irregularities shall include an Act of God, inability to secure right-of-way or other permits needed, public enemy, accident, strikes, labor trouble or required maintenance work.
- B. The Cooperative may, without further notice, discontinue service to any consumer when a defective condition of wiring or equipment upon the premises of the consumer results, or is likely to result, in danger to life or property, or interference with proper service.
- C. In order to make repairs to or changes in Cooperative's facilities for supplying electric service, the Cooperative reserves the right, without incurring any liability therefore, to suspend service without notice to the consumer for such periods as may be reasonable necessary. The Cooperative shall provide necessary training for personnel to expedite the restoration of electric service and to shorten service interruptions where it is reasonably possible to do so.

216 MODIFICATION OF TERMS AND CONDITIONS OF SERVICE

No agent, representative or employee of the Cooperative shall have authority to modify the Terms and Conditions as stated herein, however, the Cooperative shall have the right to amend these Terms and Conditions or to make additional Terms and Conditions as it may deem necessary from time to time, subject to their approval by the Board of Trustees and by the Oklahoma Corporation Commission or any other body having jurisdiction.

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ELECTRIC SERVICE REGULATIONS

300 GENERAL ELECTRIC SERVICE REGULATIONS

These regulations are to provide for the safety of the public and for dependable electric service.

301 DEFINITIONS AND GENERAL REGULATIONS:

301.1 Standard Electric Service Connection:

- A. A standard electric service connection, as used herein, is one utilizing service conductors and operating at less than 600 volts phase to phase, but not to exceed 300 feet overhead or 150 feet underground. Length is limited by technical and economic feasibility as determined by the Cooperative. Except in special cases, an overhead standard electric connection will not be made from an underground system. In cases when the load cannot be served by a standard electric service connection special arrangements shall be made with the Cooperative.
- B. If conditions make service economically unfeasible, the Cooperative may require the consumer to pay additional costs before providing service.

301.2 Point of Delivery:

The point of delivery of electric service shall be the point at which the electric supply system of the Cooperative connects to the wiring system of the customer. In general, it will be the nearest feasible point to the property line. This point will ordinarily be one of the following points:

A. General Information:

- 1. Either before or during the construction of the consumer's facilities, the Cooperative shall, upon request, advise the consumer, without charge, of the proper location of the point of delivery. This will eliminate possible delay and added cost of relocating the point of delivery to provide required clearance from buildings and other utility companies' lines.
- 2. If a service connection cannot be made or maintained with adequate clearance from interference by trees or other obstructions, it will be the responsibility of the customer to provide adequate clearance.

B. Where the Point of Delivery is on a Line or Service Pole:

- 1. Overhead Take-Off: The point of delivery is that point where the Cooperative's overhead service drop connects to the consumer's service entrance conductors. This point will normally be the weatherhead at the top of the pole where the consumer's wiring is connected to the load side of the Cooperative's meter loop.
- 2. Underground Take-Off: The point of delivery is that point where the Cooperative's service lateral connects to the consumer's service entrance conductors, usually load side of the meter base, and shall be a point outside the building.

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3. When Current-Transformers Are Used With The Metering Equipment: The point of delivery when current-transformers are used with the metering equipment will be at the top of the pole or at the secondary lugs on the transformer.
4. Whenever the Cooperative and the consumer are unable to agree upon the point of delivery, the Cooperative's Engineer will designate the location based on safety considerations.
5. When new buildings are erected or old buildings are remodeled, allocations of points of delivery and meters shall be grouped at a single location for connection to the electricity supply system.
6. At locations where originally platted lots have been subdivided in such a manner that a service connection cannot be completed from the established utility reserve or easement to buildings on lots remote from the utility reserve without crossing other property, it will be the responsibility of the owners of such lots to extend their lines to a point near the utility reserve most convenient for connection to the electricity supply system, or provide appropriate easements to afford such connection.

C. Where Point of Delivery is on a Building or Other Structure:

1. The point of delivery shall be the point at which the electric supply system of the Cooperative connects to the wiring system of the customer. This will normally be at the weatherhead when overhead construction is used. When underground construction is used, it will be at the load side of the meter base. The Cooperative will furnish the meter base whether overhead or underground service is installed. The consumer will be required to install a breaker disconnect switch below the meter base. The breaker disconnect switch will be the property of the consumer and must be installed prior to energizing the electric meter which will serve the consumers account.
2. The point of attachment of a service drop to a building shall not be less than twelve (12) feet from the ground. For structures of more than one story, the point of attachment of the service drop shall not be less than fifteen (15) feet, or more than twenty-five (25) feet above the ground. All attachments shall be at a height to permit a minimum clearance for conductors of fifteen (15) feet above sidewalks, eighteen (18) feet above driveways, alleys, public roads and other areas subject to vehicular traffic, and twenty-eight (28) feet above railways. Additional clearance may be required to accommodate equipment of over fourteen (14) feet in height.

D. Supports for Service Drop Attachment:

Overhead Services: The Member will provide support for the service attachment. An authorized representative of the Cooperative shall designate the location of the support.

301.3 Type of Service Connection:

All lighting and power installations of more than two (2) circuits shall be arranged for three-wire and four-wire service connection, depending upon the type of distribution established for the area. The Cooperative strongly recommends three-wire service to all residential and rural customers.

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301.4 Meter Loops:

- A. When a consumer requests service the delivery point will be the same as outlined in Part 301.2, and the consumer is responsible for extending the service to the point of use. On any service fed underground from the loop, the consumer must furnish and install a suitable disconnect immediately below the base.
- B. All meter loops remain the property of the Cooperative.

301.5 Permanent Foundation:

A mobile home on a permanent foundation is one which has had the axles and tongue removed, and is tied down with a minimum of eight trailer tie-down anchors.

302 OVERHEAD DISTRIBUTION SYSTEM

- A. The minimum requirements for the construction of overhead electric facilities shall be the latest issue of the National Electrical Safety Code.
- B. Terms and Conditions for extending electric facilities to consumers will be those which are outlined in Part 5 which contains the Standard Terms and Conditions for Line Extension for the Cooperative.

303 OVERHEAD SERVICE AT SECONDARY VOLTAGE FROM OVERHEAD DISTRIBUTION:

- A. Secondary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner in accordance with the provisions of Part 500 and as set forth below. If the length of service or secondary circuit or size of load (generally any load in excess of 600 amperes) makes a secondary extension technically impractical, service shall be installed in accordance with Section 303.1.
- B. The owner shall supply any necessary easements.

303.1 New Consumers – Service to a Single Meter:

- A. The Cooperative shall furnish, install and maintain the service conductors from an existing Cooperative overhead line at or near the property line, to a location designated by the Cooperative, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. (This constitutes a standard electric service per section 203.1).
- B. The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.
- C. If service is requested to a group of meters on the same meter pole, it may be furnished as though it were a single meter. If the meter group is wall mounted, the Cooperative may require the owner to install a junction box at the meter group location.

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304 OVERHEAD PRIMARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM:

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

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

If a consumer requests overhead secondary service from the Cooperative's primary overhead system (14,400 or 7,620 volts phase to ground) to one or more individually metered points of delivery for a load for which a secondary extension is impractical (generally a load in excess of 600 amperes, single-phase or three phase), the cooperative, if it finds such service to be feasible, shall provide service as follows:

- A. The Cooperative shall furnish, install and maintain the primary electric lines and associated equipment from an existing Cooperative overhead line at or near the property line, to a location designated by the Cooperative, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. The portion of the total cost to be at the consumer's expense shall be determined by Part 5.
- B. The consumer shall provide any easements needed.
- C. If standard transformer and meter installations are inadequate or otherwise not suitable, detailed plans and specifications for the transformer and meter installation are to be submitted to the Cooperative before work is started in order to assure compliance with the Cooperative and regulatory code requirements. The Cooperative will furnish guides for the preparation of these plans and specifications.
- D. The owner shall group the meters, as specified by the Cooperative at a mutually satisfactory location or at a location designated by the Cooperative Engineer.
- E. If a single metered service is to be provided, and due to service requirements the Cooperative determines that more than one transformer station is required, the metering shall be determined by the Cooperative.
- F. The owner shall install, to the Cooperative's specifications, the facilities necessary for attachment of the Cooperative's metering equipment.
- G. Installations requiring service capacity to be rated above 200 amps single phase or three phase usually require special secondary design. In such cases, special arrangements for secondary circuit facilities shall be made to suit the particular conditions, in line with the principles set out herein.

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304.2 To Consumer Owned Transformers or Loads Served at Primary Voltage:

If a consumer requests single-phase or three phase overhead service for a load not exceeding 1,000 kW from the Cooperative's primary overhead system (14,400 or 7,620 volts phase to neutral), the Cooperative, if it finds such service to be technically and economically feasible, shall provide the service in accordance with Part 500 and as follows:

- A. A "point of delivery" will be selected by agreement between the consumer and the Cooperative. The Cooperative shall furnish, install and maintain the primary electric lines and associated equipment from an existing Cooperative overhead line to the designated delivery point. The consumer is totally responsible for all wiring and facilities beyond the delivery point, and must assure that they conform to all regulatory codes. Metering will normally be installed at primary voltage, on the Cooperative side of the delivery point.
- B. If for some reason metering is desired at the secondary side of the consumer's transformer, the consumer must furnish facilities for the attachment of the metering equipment. The Cooperative must approve plans for the metering facilities before work is started. The Cooperative upon request will furnish guides for the preparation of these plans.
- C. The consumer shall provide any easements needed.
- D. If the consumer's load exceeds 1,000 kW, Section 504 shall apply.

305 UNDERGROUND SERVICE

Underground electric facilities which are installed by the Cooperative shall be installed in accordance with the requirements of the latest edition of the National Electrical Safety Code. This installation will include markers which show the existence of an underground electric facility.

305.1 Underground Secondary Service From Overhead Distribution System:

Underground secondary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner, in accordance with Part 500, and the provisions set forth below. The owner shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with Section 305.

305.2 New Consumer -- Service to a Single Meter:

- A. The Cooperative shall furnish, install and maintain the underground service conductors and required conduit on the property from a pole or service pedestal, furnished and installed by the Cooperative at or near the property line, to a location designated by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. (This constitutes a standard service connection per Section 201.1).
- B. The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

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305.3 New Consumer -- Service to Multiple Meter Installations or Multiple Groups of Meters:

- A. The Cooperative shall furnish, install and maintain the underground service conductors, and the conduit where required, on the property from a pole or service pedestal, furnished and installed by the Cooperative at or near the property line, to a location or locations designated by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative.
- B. Where more than one meter group is supplied from an underground secondary circuit and underground services are of insignificant length due to the meter groups being connected directly at rack-mounted or uni-strut-mounted junction boxes, the Cooperative shall furnish and install the underground secondary circuit in lieu of underground services.
- C. The owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.

305.4 Existing Consumer -- Service to a Single Meter:

- A. In each case where the size and condition of existing overhead service is adequate for expected loads, and the consumer requests that service facilities be underground, the Cooperative shall furnish, install and maintain the underground service conductors from an existing overhead line at or near the property line to a location designated by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. The consumer shall pay the total net cost for installation of this underground service, including cost of additional facilities on the pole necessary to supply the underground service to the Consumer. The consumer shall install to the Cooperative's specifications the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.
- B. Where it is necessary for the Cooperative to increase the size of its service facilities due to increased load of the existing consumer and the owner requests that service facilities be underground, he shall be considered as a new consumer under Section 305.2.

306 UNDERGROUND PRIMARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM:

Underground primary service from an overhead distribution system shall be provided by the Cooperative, at the request and expenses of the property owner, in accordance with Part 5 and the provisions set forth below. The Consumer shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally a load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with this section.

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

- A. If a consumer requests underground secondary service from the Cooperative's primary overhead system (14,400 or 7,620 volts phase to neutral) to one or more individually metered points of delivery for a load for which a secondary extension is impractical (generally a load in

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- excess of 600 amperes single-phase or three phase), the Cooperative shall provide that service if it finds it to be feasible.
- B. The Cooperative shall hire a contractor to perform the necessary trenching (below final grade) and back filling required from the base of the pole where the Cooperative makes service available to the transformer station, and between transformer stations where more than one is required. The Customer shall bear the cost of such trenching and back filling.
 - C. The Cooperative shall furnish and install the underground primary cable and required conduit. One hundred fifty (150) feet of such underground primary cable and required conduit per transformer station (or 200 kVa of required transformer capacity, whichever permits the greater allowance), starting from the base of the Cooperative riser pole, shall be at the Cooperative's expense. Any cable or conduit in excess of the above allowance shall be at the owner's expense. The Cooperative shall, operate and maintain the primary cable and required conduit.
 - D. The Cooperative shall, at its expense, furnish and install the transformers.
 - E. The owner shall, at his expense, make provision on his premises for each transformer installation and approved switching cabinet, and also supply any specially designed transformer pad, as required by the Cooperative. If the required transformer pad is of standard Cooperative design, the Cooperative shall furnish the pad or ground sleeve.
 - F. When pad mounted transformers are to be used, the location shall be chosen to protect the transformers from damage by traffic, or the owner shall provide adequate guards, as approved by the Cooperative. The owner shall not enclose the transformer location so as to restrict access by Cooperative personnel for maintenance or replacement of the Cooperative's equipment.
 - G. Detailed plans and specifications for the transformer and meter installation are to be submitted to the Cooperative before work is started in order to insure compliance with Cooperative and regulatory code requirements. The Cooperative will furnish guides for the preparation of these plans and specifications.
 - H. The owner shall group the meters, as specified by the Cooperative, at a mutually satisfactory location or locations on the premises.
 - I. If a single metered service is to be provided, and due to service requirements the Cooperative determines that more than one transformer station is required, the metering shall be determined by the Cooperative.
 - J. For single-phase service requiring service rating above 200 amps, the Cooperative shall furnish and install one standard electric connection of secondary service cable and required conduit per meter group. Where more than one-meter group is supplied from a radial underground secondary circuit, the owner shall install, in accordance with the Cooperative's specifications, a junction box at each meter group location. Any secondary service cable and conduit required in excess of one standard electric connection per meter group may be installed by the Cooperative at the expense of the owner. The owner's allowance shall be one standard electric connection per meter group.

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- K. When more than one meter group is supplied from a radial underground secondary circuit and underground services are of insignificant length by virtue of the meter groups being connected directly at rack-mounted or uni-strut-mounted junction boxes, the Cooperative shall furnish and install the underground secondary circuit in lieu of underground services.
- L. The owner shall install, to the Cooperative's specifications, the facilities necessary for the attachment of the Cooperative's metering equipment.
- M. The Cooperative shall hire a contractor to perform the necessary trenching and back filling from the transformer station to the points of delivery. The Cooperative shall operate and maintain all secondary cable and conduit to the points of delivery.
- N. Installations requiring serviced capacity in excess of 200 amps require special secondary design. In such cases, special arrangements for secondary circuit facilities shall be made to suit the particular conditions, in line with the principles set out herein.

306.2 To Consumer Owned Transformers or Loads Served at Primary Voltage:

- A. If a consumer requests single-phase or three-phase underground service for a load not exceeding 1,000 kW from the Cooperative's primary overhead system (14,400 or 7,620 volts phase to neutral), the Cooperative, if it finds such service to be feasible, shall provide the service in accordance with Part 500 and as follows.
- B. The Customer shall perform the necessary trenching (below final grade) and back filling required from the base of the pole where the Cooperative makes service available to the owner's equipment or first multiple junction point. The Customer shall bear the cost of such trenching and back filling.
- C. The point of delivery where the Cooperative makes service available may be a line or riser pole or other convenient point, and may or may not be on the consumer's property, at the Cooperative's option.
- D. The Cooperative shall furnish and install the underground primary-cable and required conduit, provided soil or other conditions do not make construction economically unfeasible for the Cooperative. Any underground primary cable and required conduit, shall be at the owner's expense. The Cooperative shall operate and maintain the primary cable and required conduit.
- E. Metering will normally be installed at primary voltage, on the riser pole where the underground primary originates, or on the primary side of the consumer's transformer. If for some reason metering is desired at the secondary side of the consumer's transformer, the consumer must furnish facilities for the attachment of the metering equipment. The Cooperative must approve plans for the metering facilities before work is started. The Cooperative will furnish guides for the preparation of these plans.
- F. The consumer shall provide any necessary easements.
- G. If the consumer's load exceeds 1,000 kW, Section 504 shall apply.

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306.3 Existing Consumer -- Service Change:

- A. In each case where the size and condition of an existing overhead service is adequate for expected loads, and the consumer requests that service facilities be underground, the Cooperative shall furnish, install and maintain the underground primary conductors from an existing Cooperative overhead line at or near the property line to a location designated by the Cooperative, provided soil or other conditions do not make underground construction economically unfeasible for the Cooperative. The consumer shall pay the total cost for installation of these underground facilities, including cost of additional facilities on the pole necessary to supply the underground service, to the Cooperative. The consumer shall install to the Cooperative's specifications the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment.
- B. Where it is necessary for the Cooperative to increase the size of its service facilities due to increased load of the existing consumers and the owner requests that service facilities be underground, he shall be considered as a new consumer under Sections 305, 306.1 or 306.2.

307 UNDERGROUND SECONDARY SERVICE FROM UNDERGROUND DISTRIBUTION SYSTEM:

- A. Underground secondary service from an underground distribution system shall be provided by the Cooperative, at the request of the consumer, in accordance with Part 5 and the provisions set forth below. The Consumer shall provide any easements necessary. If the length of service or secondary circuit, or size of load (generally any load in excess of 600 amperes), makes a secondary extension technically impractical, underground service, if economically feasible, shall be installed in accordance with Section 305.
- B. Normally, single-phase 120/240-volt service shall be provided. If three-phase service is readily available from existing facilities, this service, at 120/208 or 277/480 volts, may be provided if the consumer so requests.
- C. Service shall be provided under this section in accordance with the provisions of Section 305, except that Section 305.4 shall not apply in cases where an underground distribution system has been installed or has completely replaced the overhead distribution system for purposes other than exclusive service to the consumer as described in Section 305.2.

308 UNDERGROUND PRIMARY SERVICE FROM UNDERGROUND DISTRIBUTION SYSTEM:

All of the provisions of Section 306 shall apply, except that the line extension shall begin at an existing underground primary terminating facility, instead of an overhead line.

309 SERVICE TO RESIDENTIAL SUBDIVISIONS AND MOBILE HOME PARKS:

- A. Part 500 of these Terms and Conditions shall be considered along with this section.
- B. This rule applies to the following:
 - 1. Five or more contiguous residential lots in a development.
 - 2. Five or more contiguous mobile home stalls in a mobile home park.

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- C. The developer will acquire any easements necessary to extend the Cooperative's lines to the subdivision or mobile home park and also to provide any easements needed within the subdivision or mobile home park to extend service to each and every lot.
- D. Normally, single-phase 120/240-volt service shall be provided to each residential location. Three-phase service for specific individual locations may be made available if such requirements are included in the original request for service, and the cooperative has existing three-phase service available. 120/240-volt three-phase is not available on an underground system unless the point of delivery can be feasibly reached from an overhead three-phase distribution line with a standard overhead electrical service connection.
- E. Secondary service to each residence or mobile home site in an entire tract or subdivision (consisting of five or more residences or mobile home sites) not now receiving electric service, shall, at the request of the developer or owner, be provided by the Cooperative as set forth below.
- F. The developer shall submit to the Cooperative a print of the subdivision plat map. The developer shall furnish necessary easements and shall have such easements dedicated in the filed plat pertaining to the area. The developer shall assist the Cooperative in coordinating with other utility companies regarding the location and sequence of placement of the other utility facilities before and during the Cooperative's installation.
- G. The developer shall be required to bring all easements to within six (6) inches of final grade and to clear all easements of all timber, brush, and undergrowth to a width of thirty (30) feet for single-phase or three-phase lines prior to commencement of construction of the electric system.
- H.. The Cooperative shall furnish, install and maintain the overhead primary and secondary electric lines and associated equipment from an existing Cooperative primary line at or near the development boundary to and in the development as required to provide service to each lot in the development, provided soil or other conditions do not make construction economically unfeasible for the Cooperative.
- I. The Cooperative shall install, own and maintain the underground secondary equipment in the easement. The Cooperative shall install, own and maintain the service conductors and required conduit necessary to provide delivery to a terminal location designated by the Cooperative on each residence or mobile home site.
- J. One standard electric service connection shall be provided to each residential lot or mobile home stall at the Cooperative's expense. In cases where the standard electric service connection is technically inadequate, necessary service to the residential lot or mobile home stall shall be provided in accordance with Section 304.1, 306.1, or Section 307. Any charges incurred under Section 304.1, 306.1, or 307 shall be borne either by the developer or by the lot or stall owner. Such decision shall be made by the developer, effective for the entire subdivision or mobile home park and placed in writing and filed at the Cooperative's offices before any electric system construction shall commence in the subdivision or mobile home park

TERMS AND CONDITIONS OF SERVICE-PART 4

- K. The developer or owner shall install, to the Cooperative's specifications, the service entrance raceway and the facilities for attachment of the Cooperative's metering equipment on each residence or at each mobile home stall.
- L. The Cooperative shall, at its option, provide for underground service by installing either pad mounted transformers (including the necessary facilities in the easements for installation by the Cooperative of transformers), or other transformer installations at ground level. In any case, the owner shall not enclose the transformer location so as to restrict access by Cooperative personnel for maintenance or replacement of the Cooperative's equipment.
- M. The Cooperative shall install the primary cable and required conduit. The Cooperative shall operate and maintain the primary and secondary equipment.
- N. Single-phase, 120/240-volt secondary service shall, at the option of the Cooperative, be provided from an underground distribution system to one or more contiguous residential home sites on the periphery of a subdivision or entire tract where the secondary services are underground from an underground distribution system.
- O. Service to multiple meter installations (or multiple groups of meters) from an underground distribution system shall be considered under the terms of Section 305.3.
- P. When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormal size lots, or other conditions, which make distribution economically unfeasible for the Cooperative, the conditions under which service is to be provided shall be considered on an individual basis. The developer as discussed in the preceding paragraphs may incur costs in addition to those outlined in Part 500.

310 OBSTRUCTIONS AFTER THE INITIAL SERVICE INSTALLATION

- A. When an obstruction has been installed after the initial installation, and maintenance or additional construction requires access to the poles or other equipment, the owner shall:
 - 1. Permit the Cooperative access to the premises.
 - 2. Pay the cost of removing and replacing the obstruction.
 - 3. In the case of underground cable, service, secondary, primary or special purpose such as area light cable, pay the cost of necessary conduit and its installation under the obstruction.
- B. If unusual fixed obstructions are encountered in getting the overhead distribution system to the consumer's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.
- C. If unusual fixed obstructions are encountered in getting from the overhead distribution system to the consumer's property line, the owner shall pay the cost incurred by the Cooperative by reason of such obstruction.

TERMS AND CONDITIONS OF SERVICE-PART 4

MOTORS, WELDERS, AND OTHER EQUIPMENT

401 AVAILABILITY OF SERVICE

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

402 PRIMARY SERVICE

The Cooperative will furnish primary service for large loads in accordance with the Line Extension Policies which are contained in Part 500 of the Terms and Conditions of Service. The Cooperative may also require the consumer, or his architect or contractor to submit plans and specifications for approval of the Cooperative's Engineers before the work is begun.

403 MOTORS AND EQUIPMENT – GENERAL

In order that service to residential consumers may not be unduly affected, the following limitations on motor starting current, type and size of motors and other current using equipment is required.

- A. For usual applications, the Cooperative will provide single phase, 120/240 volts 60 hertz service from available circuits in accordance with the Terms and Conditions for Line Extension contained in Part 500.
- B. Three phase electric service will be made available to consumers in areas where three phase facilities are in existence and in accordance with the Terms and Conditions for Line Extension. Three phase service will be made available at any standard three phase voltage which can be obtained from the existing electric facilities. Any consumer contemplating a request for a three phase electric service should contact the Cooperative's representative to secure written information relating to the character and quantity of service available at the location of such proposed installation. Voltage Drop calculation may be required to determine whether or not soft start capabilities will be necessary, depending on motor size and voltages.

404 MOTORS

404.1 ALLOWABLE MOTOR STARTING CURRENTS ON COOPERATIVE SYSTEM

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

- B. Individual motors, or groups of motors starting simultaneously, served from a 120 volt single phase circuit shall have starting currents not to exceed 50 amperes.
- C. Motors served from a 240 volt single phase circuit shall have starting currents not to exceed 200 amperes. Groups of motors starting simultaneously shall be classed as one motor. Larger starting currents may be permitted where the Cooperative's facilities permit; and the motor, or group of motors, is of acceptable starting design. In the case of thermostatically controlled air conditioning and heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and the associated fan motors is desirable and may be required.

TERMS AND CONDITIONS OF SERVICE-PART 4

- D. Motors served from 208 volt Wye and 240 volt delta three phase circuits shall have starting currents not to exceed 200 amperes. Groups of motors starting simultaneously are classed as one motor. If the consumer's demand, including the proposed installation, is greater than 100 kVa, the permissible starting current may be increased one ampere for each kVa of demand in excess of 100 kVa but in no case may the total exceed 720 amperes.

404.2 MOTOR STARTING DEVICES

- A. A motor may be started across-the-line if the starting current does not exceed the limits given above, or as calculated by a Cooperative Representative.
- B. Part-winding type motors may be used to reduce starting currents to the above limits.
- C. Compensator type starters may be used for motors requiring higher starting currents, provided the current taken on either the starting or the running step and measured on the line side of the starter does not exceed the limits listed.
- D. Where the limitations in A., B., and C., above, cannot be met, the consumer shall confer with the Cooperative to determine requirements for an acceptable installation.
- E. If a consumer installs an electric motor which exceeds the requirements outlined in 405.1, and the starting of the electric motor or operation of the electric motor creates problems for other consumers receiving service on the same distribution circuit or system, the Cooperative may require the consumer to install capacitors or such other protective device as necessary to eliminate the problems. If the consumer does not install such equipment, the Cooperative may immediately disconnect the service until the consumer has corrected the problem.

405 WELDERS

- A. The welder transformer used as a part of the transformer type arc welder shall be of the double winding type and the secondary shall be thoroughly insulated from the primary.
- B. The final or stable short-circuit primary current for any transformer type arc welder for any welding current setting shall not exceed 150% of the rated primary input current.
- C. When transformer type resistance welders are being considered for rate application purposes, 1,000 volt-amperes (1 kilovolt-amperes) 50% duty cycle rating will be considered as the equivalent of one horsepower.
- D. Individual transformer type arc welders for 208 or 240 volt, single phase-connection, whose rated primary input current does not exceed 30 amperes will be permitted at any point where electrical service is available.
- E. Large welders shall be operated in 208, 240, 480, 2,400, or 4,160 volt service, and may be connected only upon special application and arrangements for service.

406 RADIO STATIONS AND OTHER PRIORITY CONSUMERS

- A. Radio and television stations and other priority or sensitive consumers which accept an electric service from the Cooperative may be required to accept intermittent outages which are beyond the control of the Cooperative or are a necessity for the Cooperative to repair electric facilities. The consumer which cannot accept this type of outage will be required to install back-up generating capacity with automatic control devices which will automatically

TERMS AND CONDITIONS OF SERVICE-PART 4

disconnect the service from the electric facilities of the Cooperative and begin providing their own generated power until such time as the Cooperative is able to restore the electric service. Amateur transmitting stations in which the energy change during keying exceeds 500 watts shall not be connected to house lighting services. Special service for such installation may be secured by making application to the Cooperative's office.

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

407 CURRENT FLUCTUATION CONTROL

In cases of hoists, elevators, furnaces, welding machines and other equipment where the use of electricity is intermittent or subject to violent fluctuations, the Cooperative reserves the right to have the consumer install, at his own expense, flywheel motor generator or other suitable equipment to reasonably limit such intermittent fluctuations.

408 PROTECTIVE CONTROL EQUIPMENT

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

409 HARMONICS:

Harmonic distortion will follow the guidelines outlined in accordance with OAC 165:35-25-3(F) as issued by the Oklahoma Corporation Commission.

TERMS AND CONDITIONS OF SERVICE-PART 5

STANDARD EXTENSION POLICY

500 **GENERAL**

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

501 **RESIDENTIAL SERVICE:**

- A. Permanent residences within the service area of the Cooperative, or within a municipality served by the Cooperative, shall be served by the Cooperative at the applicable residential rate for such service through an extension of overhead lines necessary to provide such service.
- B. A permanent residence is defined to mean any residential dwelling containing complete kitchen facilities for each dwelling unit with normal occupancy on a permanent year-round basis. This will include mobile homes located on permanent foundations, on land owned by the Applicant, with the wheels, axles and tongue removed.
- C. An immediately accessible, potable water supply and septic facilities which have been approved by the Oklahoma State Health Department must be available.
- D. Any building, in its entirety, capable of being moved intact on the bed of a truck or trailer may not meet the qualifications as a permanent dwelling.
- E. The substantially predominate use of the facility must be residential in nature. A minimum of 80% of the structure must be for residential use.
- F. Not included in the term permanent residence are: motels, rooming houses, weekend cabins, trailer houses, RV camper trailers, and mobile homes not meeting requirements described above. Commercial establishments with residential quarters must meet the requirements above to be considered anything other than commercial.

501.1 **FREE EXTENSION:**

The Cooperative shall furnish and install, as needed, up to 300 feet of overhead electric line or to 150 feet of underground electric line (excluding costs associated with the trenching of rock) per permanent residence, as defined in 501 above, without cost to the applicant.

Excluded from the above mentioned free footage will be one overhead-electric facilities crossing of an existing County or State maintained road or highway, not to exceed the width of an undivided two-lane State maintained roadway.

- A. In cases where the service requested warrants a combination of overhead and underground lines, the cost furnished by the Cooperative will not exceed the calculated cost of constructing 300 feet of overhead line.

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- B. Applicant who cannot meet the requirements of 501 will be allowed to deposit with the Cooperative the estimated cost of construction as a builder's deposit. As soon as the applicant has met the requirements of 501, any remaining balance of the prepayment will be refunded.
- C. The estimated costs made as prepayment will not include transformer and meter costs but will include installation and retirement labor costs.
- D. If there is an available pole in place that can be used to adequately serve the new facility, a loop will be hung on that pole and it shall be considered as the free extension, unless there are obstacles in place that would hinder this consumer from digging a ditch.
- E. If the member wishes for the meter to be placed on a pole closer to the entrance on the building, it will be at the member's expense. No meters will be placed on any buildings or structures, only on poles, or if underground, in a pedestal that is located along the lot line.

501.2 EXTENSIONS ABOVE FREE LIMIT

If the extension of electric lines necessary to furnish service to an applicant is greater than specified in paragraph 501.1 above, the Cooperative shall provide electric service under the following conditions for single phase loads up to 1,000 kW. Loads of 1,000 kW and above shall be served subject to Section 504.

- A. The Cooperative shall require the applicant to deposit the cost of the extension over the free limit upon execution of the Purchase of Power Agreement. Whenever such deposit is made, the Cooperative will continue to allow a free extension of 300 feet for overhead lines or 150 feet of underground lines excluding trenching of rock for any consumer connected to this electric line.
- B. In lieu of extension, pursuant to paragraph "A" above, the Cooperative may contract to make an extension above the free limit. The contract shall make provision for a monthly line extension charge. The monthly line extension charge shall be in addition to and separate from those charges made pursuant to the applicable rate schedule. The monthly line extension charge shall be equal to the construction cost, as determined in paragraph "D" below, divided by the term (number of months) of the contract. The monthly line extension charge shall terminate upon expiration of the term of the contract. The Cooperative may refuse any contract that does not provide full protection for the investment of the Cooperative.
- C. Electric service to a platted residential subdivision, where the developer wants a large portion or all the electric distribution system installed at one time, shall be provided under the following terms:
 - 1. The developer shall deposit with the Cooperative a sum equal to the estimated cost of the project under the terms of a five (5) year contract. Such deposit shall be paid to the Cooperative before construction is started on the extension to serve subdivision.
 - 2. No interest shall be paid on the sum of money deposited with the Cooperative.

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3. Once each year for a period of five (5) years the Cooperative shall refund to the developer – for each residential house constructed during the year – a sum equal to the total cost of service divided by the total number of platted and developed lots in the subdivision or the applicable cost of the free residential extension, whichever is less. In no case will the amount refunded exceed the amount paid to the Cooperative. At the end of the five (5) year term, any portion of the original deposit that has not been refunded to the developer shall become the property of the Cooperative.
4. The Cooperative may enter into a contract with a developer for a guarantee of revenues in lieu of the construction deposit. The contract shall require protection for the Cooperative's investment through a bond, bank letter of credit or other acceptable security.
5. Each residence shall be served through an individual meter on the exterior of the residence either at a pole or at a meter pedestal at the location acceptable to the Cooperative.
6. Prior to any actual construction of Cooperative electric service facilities to the subdivision, the developer shall furnish the Cooperative with a copy of the platted subdivision showing street, sewer and utility layout and easements, along with any other information needed in the design and location of Cooperative facilities.
7. The developer of the subdivision shall furnish, at no cost to the Cooperative, any easements on the property necessary to provide electric service.
8. Underground service shall be provided in accordance with the Cooperative's underground policies.
9. Each residence served in the subdivision shall be billed under the applicable residential rate schedule.
10. Where the development or subdivision is not unduly speculative and will be developed in a step-by-step manner, the Cooperative may, for gains in efficiency of construction, waive the above deposit requirement and install the entire electrical distribution system at one time.

D. Determination of Cost

1. In arriving at the length of electrical line extension necessary to render service at any point, the distance from the point of delivery to the nearest electric distribution line shall be measured along lines of probable construction and shall be measured from the center of the property last served, in cases of subdivision, or from the nearest electric distribution line to the point of delivery. In determining the amount of contribution which shall be made by the applicant on an extension to be made under this section, the total construction cost of the extension shall be determined by evaluating all labor and/or contractors costs, transportation, material costs, and all associated overhead amounts. The Cooperative may also include a contingency cost in this determination. The cost may be less any free extension as described in Section 501.1.

In an instance where the contribution determined in part 1 above does not equal the actual cost needed for contribution, the Cooperative shall require the full amount for contribution be paid by member.

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2. Construction costs for the extension of yard lights past the meter pole shall be determined by the same method as part 1 above.
3. All of the costs used to determine the average per foot cost shall be in accordance with the approved classification of accounts for electric Cooperative utilities, including any clearing accounts used to account for construction related costs. The following shall be deducted from the calculated construction cost:
 - a. Costs incident to any increase in the size of electric line in excess of that necessary to provide adequate and satisfactory service; costs incident to future expansion or to continue a construction plan of the Cooperative; and costs necessary to correct inadequate capacity.
 - b. The total construction cost of that portion of the extension constituting a free extension, which includes meter, meter loops and transformers.
- E. Every extension shall at all times be the property of the Cooperative. Once construction has begun, any contribution in aid of construction shall not be refunded.
- F. Applicants for electric service who desire an underground extension will be served under the following terms:
 1. As described in Section 501.1
 2. When authorized by Kiamichi Electric Cooperative the applicant shall have the option to open the trench to the depth required by the National Code, bed the cable in soft dirt or sand, and close the trench. The Cooperative will install up to 150 feet of conductive cable and make all underground splices or connections as required. The actual cost in excess over 150 feet of underground cable and installation shall be paid by the applicant.
 3. When the trenching of ditch involves digging into and/or through rock, the applicant will be required to reimburse the Cooperative for that amount incurred for such trenching. This will include any amounts within the Free Extension as described in Section 501.1.
 4. All other terms for installation of underground electric service shall be the same as the terms for overhead installations unless described in previous sections.

501.3 **NON-USE OF ELECTRIC SERVICE:**

- A. Whenever the Cooperative has extended electric service to a customer and the service is not being used, the Cooperative may notify the member in writing that if the service is not used and at least the minimum monthly bill paid regularly, the electric service will be subject to removal. At the convenience of the Cooperative, the service will be retired.
- B. When an existing service has been vacant for more than 24 months or a new service for more than 6 months, under the above conditions, the Cooperative may remove the meter, meter loop, and transformer at the meter pole.
- C. If the service is requested to be rebuilt while the owner who was so notified still owns an interest in the property, a payment to cover the labor cost of retiring and rebuilding the service will be required before the service is rebuilt, or the Cooperative may apply the rules governing the extension of its lines to new customers.

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502 TEMPORARY SERVICE: See 100–3 in Part 1.

- A. A consumer requiring temporary service shall pay the regular rates applicable to the class or classes of service rendered for all energy used and in addition shall pay the installation and removal cost, less salvage value, of facilities installed by the Cooperative to furnish temporary service to the consumer.
- B. Temporary service is defined as service for purposes which by their very nature indicate short duration.

503 SERVICE OTHER THAN RESIDENTIAL UP TO 1,000 kW:¹

This type of service will meet the same requirements as outlined for temporary service (502). This shall include service to water pumps, electric fences, barns or outbuildings, weekend cabins, deer cabins, RV campers and all other non–permanent residences as defined in section 501.2 (B). An acceptable contract must provide for the security of the Cooperative's investment.

503.1 SERVICE TO SMALL COMMERCIAL ACCOUNT

The consumer will be required to deposit with the Cooperative the full cost of the construction of the electric service extension (reference 50.1.2 (D)). A cost differential will be calculated based on an annual estimate of revenues less an annual estimate of the cost of wholesale power. A refunding allowance will be calculated by a multiplication by 3 of the cost differential less the deposit to be returned to the consumer in equal installments over a thirty–six (36) month period. However, in no case will the allowance result in a return of an amount greater than the deposit.

Example:

(1)	\$1,600.00	annual revenues
	<u>-1, 100.00</u>	annual power cost
	\$ 500.00	cost differential
	\$500.00 x 3 = \$1,500.00	
	<u>- 1,000.00</u>	Deposit required
	\$ 500.00	Refunding allowance

Since allowance is less than deposit

$\$500.00 \div 36 = \13.89 to be refunded monthly.

(2)	\$5,000.00	annual revenues
	<u>- 4,000.00</u>	annual power cost
	\$1,000.00	cost differential

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$$\$1,000.00 \times 3 = \$3,000.00$$

1,000.00

Deposit required

\$2,000.00

Refunding allowance

Since allowance exceeds deposit

$$\$1,000.00 \div 36 = \$27.78 \text{ to be refunded monthly}$$

An adjustment to the refund allowed will be made if the actual revenue less the actual average cost of wholesale power for the first twelve (12) months service is determined to be 20% greater or lesser than the estimate on which the refund is based. Consumers ending service prior to the thirty-six (36) month period will forfeit any refund for months not in service.

The Cooperatives may accept in lieu of deposit contracts or other assurances of payment for any portion of the cost not to exceed the cost differential times three (3).

504 LOADS OF 1,000 kW AND ABOVE

- A. The Cooperative will provide electric service to loads of 1,000 kW and above in accordance with REA Bulletin 112-6 or subsequent issues, subject to approval, when required of the Rural Utility Service, and other concurrent mortgagee. Each such load shall be served under a special contract for Purchase of Power Agreement.
- B. Any contract for a large power load, which requires a rate that differs from an existing approved rate, shall be subject to the approval of the Board of Trustees.

504.1 ALLOWABLE INVESTMENT

- A. The Cooperative may require the applicant to pay, as a contribution, the cost of line extension or conversion necessary to provide an adequate service, prior to the construction of the service.
- B. In lieu of the prepaid contribution in paragraph "A", above, the Cooperative may contract to make the extension. The contract shall make provision for a monthly line extension charge. The monthly line extension charge shall be in addition to and separate from those charges made pursuant to the applicable rate schedule. The monthly line extension charge shall be equal to the cost of the extension divided by the initial term (number of months) of the contract. The monthly line extension charge shall terminate upon the expiration of the initial term of the contract. The security of the Cooperative investment must be assured by bond, a bank letter of credit or other acceptable means.
- C. In lieu of extension under paragraph "A" or "B", above, the Cooperative may contract for line extension based on estimated revenues less cost of power. If the net revenues are sufficient to amortize the cost of the line extension over a three year period, the Cooperative may then contract the line extension for a five year term. Cooperative security on the investment will be the same as outlined in paragraph "B" above.
- D. Components to be considered by the Cooperative in line extension contracts to large power loads:
 - 1. Investment in extension of facilities to serve.
 - 2. Estimated annual revenue produced by the load.

TERMS AND CONDITIONS OF SERVICE-PART 5

3. Termination risks, including duration of service and consumers' credit
4. Initial term of contract.
5. Unusual fluctuation of disturbances to the Cooperative's system.
6. Special equipment necessary to provide non-standard voltage or above-normal continuity of service.
7. Other load characteristics, seasonal or otherwise.
8. Removal costs less salvage value.

505 YARD LIGHT SERVICE

- A. The Cooperative will install and maintain a yard light on existing facilities with no facilities charge to the consumer, with the applicable monthly rate being applied.
- B. In the event that the Consumer requests an extension from the Service Pole to be used for yard lighting, Section 501.2 (D) shall apply.
- C. Charges for yard light service on separate poles will be in accordance with applicable rates approved by the Board of Trustees. All poles installed in accordance with paragraph "B", above, shall be considered separate poles for the installation of all light fixtures.
- D. Underground wiring will be made available and installed in accordance with the cost structure established in Section 501.2 (D).
- E. If the yard light is habitually vandalized, the Cooperative may require the consumer to pay the cost of repairs or allow the Cooperative to remove the light.

It is certified that the foregoing document, which totals 40 pages including the 3 pages of Table of Contents, are true and accurate Terms and Conditions of Service for Kiamichi Electric Cooperative, Inc.

Issued: 08/27/2013
Month Day Year

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Month Day Year

Rates Authorized by: Board of Directors

Issued by: Jim Jackson, Chief Executive Officer
(Name of Officer) (Title)