

Warren County Rural Electric Membership Corporation

Service Rules & Regulations

Effective December 15, 2020

Rule 1. Meters; Location

The Corporation, in its sole discretion, shall determine the type of meter to be used to measure electric consumption or production. All meters shall be located outdoors where they are easily accessible for reading, maintenance, testing and other activities as required by the Corporation.

- A. The Corporation, in its sole discretion, may install a remote disconnect meter. No alterations shall be made by Member or others to impede remote two-way meter communications.
- B. Final approval of meter locations shall be made by the Corporation.
- C. The Corporation will provide the meter number that serves the individual member's premises on the monthly billing statement.

Rule 2. Meter Bases

Single phase members requesting a new service or service upgrade, will be responsible for the purchase of the required meter base from the REMC and the installation of the meter base per the specifications.

For the long-term benefit of both the member and the REMC, the meter base must be purchased from the REMC to assure the future ability to maintain the meter base.

The meter base will be billed to the member or his electrician at cost. The meter base must be paid for prior to scheduling of work to be done.

Rule 3. Meter Testing

A residential member believing that his watt hour meter is not operating properly, and desires said meter to be tested, shall contact the Corporation regarding such test.

A test meter will be installed at the member premises and shall be left in place for a period of one week. At the end of the test period, kilowatt-hour usage will be compared on both the member's meter and the test meter. If the meter test shows inaccuracy, an adjustment will be made covering the previous three (3) month's billing or back to date of installation if installed less than three (3) months.

In the event the Corporation test meter socket is not able to be used at an account due to the size or nature of service, the member's meter will be removed and sent in for testing. If the meter test shows more than 2% of 100% accuracy, an adjustment will be made covering the previous three (3) month's billing or back to date of installation if installed less than three (3) months.

If the member should request another test for the same meter within fifteen (15) months of the previous test, the Meter Test Fee set forth on Appendix B will be paid prior to the second test. If the meter proves to be inaccurate as stated above, an adjustment will be made and the Meter Test Fee shall be refunded to the member.

Rule 4. **Voltage Checks**

Members of the Corporation who believe that the voltage they receive from the Corporation distribution lines is not within acceptable voltages as set forth in R.U.S. standards, may request a voltage check without a charge during normal business hours.

Should the recording of the voltage show that the voltage regulation is not within the range for the proper operation of electrical appliances, the Corporation will make voltage adjustment.

Rule 5. **Meter Tampering**

Meters will be furnished and owned by the Corporation and placed on the member's premises. The Corporation, in its sole discretion, shall determine the type of meter to be placed on the premises. The member shall be responsible for the meter issued and shall diligently protect the meter against physical or other damage to enable the meter to correctly indicate the amount of electrical energy used by the member. The Corporation shall further place a meter seal on the meter to prevent persons from having access to the meter adjustments and connections.

When the Corporation discovers evidence (e.g. broken seal, broken glass, etc.) of willful tampering with a meter, or that a member has by fraudulent or illegal means obtained unauthorized service or has diverted the service without being properly measured, the service to the member may be disconnected without further notice.

In such a case, the member shall pay to the Corporation the cost incurred by the Corporation to investigate and correct the tampering on energy diversion, the estimated amount of unmetered energy consumed, and all applicable disconnect and reconnect fees before service will be reconnected.

When service is restored, the meter will be checked periodically for further incidents of tampering or unauthorized service.

At the discretion of the Corporation, local law enforcement agencies may be notified about meter tampering or willful diversion of electric energy to avoid measurement and payment of such energy.

Rule 6. **Manual Meter Reading**

Members taking service under an RS rate schedule may elect to pay the Manual Meter Reading Fee set forth on **Appendix B** and have the AMI Smart Meter manually read by the Corporation. The AMI Smart Meter will be installed, but it will have all digital radio frequency signal communication functionality turned off upon the member's request. The Manual Meter Reading Fee will also apply to a member who communicates to the Corporation that enabling the meter is refused; does not timely respond to the Corporation's request to schedule an AMI meter installation; fails to complete the installation appointment; or otherwise does not allow the Corporation to use the AMI Smart Meter for the member's service. The fee shall cease to be applied once the Smart Meter is fully enabled and Corporation receives the first automatic reading from the meter.

Rule 7. **Deposits**

- A. Deposits shall not earn interest. With the exception of Large Power Accounts, a deposit will be waived if acceptable credit has been established with this Corporation, or if a credit score of 20 or less is obtained from Online Utility Exchange. Once the new member has established an acceptable non-delinquent credit history for a minimum of twelve (12) months, the full deposit will be refunded by crediting the member's account.
- B. The deposit for owner-occupied residential service will be \$500.00. The member will be required to pay \$250.00 of this deposit initially, with the remaining balance to be paid over the next two billing periods at \$125.00 each installment.
- C. The deposit for tenant-occupied residential service will be \$700.00. The tenant member will be required to pay \$350.00 of this deposit initially, with the remaining balance to be paid over the next two billing periods at \$175.00 each installment.
- D. Large Power accounts (rate schedule 3, 4 and 9) will be charged a deposit equal to two months anticipated revenue. This deposit will be held until disconnection of service and then applied to the final bill.
- E. General Service Single-Phase accounts, General Service Three-Phase accounts, and Single Phase Primary Metered accounts (rate schedule 2, 5 and 6) will be charged a deposit equal to two months anticipated revenue. This deposit will be held until disconnection of service and then applied to the member's final bill.

F. Deposits may also be charged under the following conditions:

1. Residential Accounts

<u>Condition</u>	<u>Corporation Policy</u>
Disconnection for non-payment.	A deposit of \$500.00 will be charged to the account, with \$250.00 required at the time of reconnection, and the balance to be paid over the next two billing cycles in \$125.00 installments.
Moving from Corporation lines with unpaid account and then returning.	Pay all delinquent accounts, plus a deposit of \$500.00. \$250.00 of the deposit is required at time of reconnection and balance must be paid over following two billing cycles in \$125.00 installments.
Check returned from depository.	Call member by phone if possible. If unable to contact, send a letter informing member that account will be disconnected after 14 days of the date of the letter if the check is not made good. Payment must be made by cash, money order, cashier's check or credit card. A service charge will be assessed for non-sufficient funds/returned checks in the amount set forth on <u>Appendix B.</u>
Second check returned from depository within a 12 month period.	Call member by phone if possible. If unable to contact, send a letter informing member that the account will be disconnected after 14 days of the date of the letter if the check is not made good. Member will pay \$250.00 of a \$500.0 security deposit. The balance of the security deposit will be paid over the next two billing cycles in \$125.00 installments. If not paid, disconnection will be made without further notice. A service charge will be assessed for non-sufficient funds/returned checks in the amount set forth on <u>Appendix B.</u> Member will

be required to pay by cash, cashier's check, money order or credit card for the next twelve months.

A deposit may be refunded after any twelve-month period if the account is in good standing. Otherwise, the deposit will be retained to be applied to the final bill. Any such refund shall be made in the form of a credit applied to the member's bill. It is the responsibility of the member to notify the REMC that the twelve-month requirement has been met. When a member moves from the Corporation's system, any remaining deposit, less outstanding balance, will be refunded to the consumer making the deposit.

2. All accounts except Residential

<u>Condition</u>	<u>Corporation Policy</u>
Disconnection for non-payment.	A deposit equal to two times the average monthly bill, based on a minimum of 12 months history, or the anticipated 2-month bill, whichever is the greatest. 100% of the deposit is required at the time of reconnection.
Moving from Corporation lines with unpaid account and then returning.	Pay all delinquent accounts, plus a deposit equal to two times the average monthly bill, based on a minimum of 12 months history, or two times the anticipated monthly bill, whichever is the greatest. 100% of the deposit is required at time of reconnection.
Check returned from depository.	Call member by phone if possible. If unable to contact, send a letter informing member that account will be disconnected after 10 days of the date of the letter if the check is not made good. Payment must be made by cash, money order, cashier's check or credit card. A service charge will be assessed for non-sufficient funds/returned checks in the amount set forth on <u>Appendix B.</u>
Second check returned from depository within a 12 month period.	Call member by phone if possible. If unable to contact, send a letter informing the member that the account will be disconnected after 10 days of

the date of the letter if the check is not made good. If not paid, disconnection will be made without further notice. A service charge will be assessed for non-sufficient funds/returned checks in the amount set forth on **Appendix B**. Member will be required to pay all bills for the following twelve months with cash, cashier's check, money order or credit card.

When a member moves from the Corporation's system, any remaining deposit, less outstanding balance, will be refunded to the consumer making the deposit.

With proper documentation, the above deposits may be waived at the discretion of the Billing Administrator or General Manager.

Rule 8. Bills and Payments

A. Bills.

1. The Corporation uses a calendar month billing period to calculate bills for electric service. Each non-prepay consumer will receive a bill(s) for electric service.
2. A bill shall be delinquent unless payment is received by the 25th day of the month ("Due Date"). In the event that the 25th day of the month is Saturday, Sunday, or Holiday, the penalty date will be extended to 4:00 P.M. the next business day and remittances then received will be accepted without penalty.
3. A 5% late penalty will be applied to bills that are not paid by the Due Date.
4. If any delinquent balance exists, all payments received by the Corporation shall first be applied to such delinquency.
5. All bills not paid by the applicable Disconnect Date established under Rule 11 will be considered delinquent and subject to disconnection under Rule 11.

B. Estimation of Bills. The Corporation may estimate a member bill due to:

1. inclement weather;
2. labor disputes;
3. inaccessibility of a member's meter, if the Corporation has made a reasonable attempt to read it; or
4. other circumstances beyond the control of the Corporation, its agents, or employees.

- C. **Prepaid Billing.** The Corporation offers a Prepaid Electric program under Rate Schedule RSPP—0012 which allows members to pay for their electric use before consumption. A digital bill will be produced monthly for the member to access through SmartHub web and the SmartHub app. The member will agree to not receive a printed bill. A member who elects this option shall execute an agreement for Prepaid Electric Service in a form to be provided by the Corporation.

Rule 9. Billing Adjustments

- A. **Adjustments Due to Meter Errors.** If any service meter, after being tested as provided in these rules, is found to have an error that has impacted the member’s bill, the bills for service shall be adjusted as follows:
1. **Stopped Meters.** If a meter has stopped, the Corporation may charge the member for the average kilowatthours and/or demand units for one-half of the period since the last previous test or one year, whichever is shorter. The amount of the charge to the member shall be estimated on the basis of either
 - (i) an average bill as herein below described or
 - (ii) separate bills individually adjusted for the percent of error
 - (iii) an average bill shall be calculated on the basis of kilowatthours and/or demand unites registered on the meter over corresponding period either prior or subsequent to the period for which the meter is determined to have stopped. The Corporation may charge the member for such amounts even though the Corporation knowingly allowed the stopped meter to remain in service.
- B. **Other Billing Adjustments.** Any and all other billing errors, including incorrect rate or rate schedule applications, shall be adjusted to the known date of error or for a period of one year, whichever period is shorter.

Rule 10. Levelized Billing

The Corporation offers an optional levelized budget plan to members with a minimum of 12 months of good credit history.

The levelized budget routine takes the previous 11 month’s kilowatt hour (KWH) usage, adds the current month’s KWH usage and divides by 12 to obtain a monthly average KWH consumption. Those KWH’s are then calculated at the applicable rate, wholesale power cost adjustment, utility taxes and applicable surcharges, if any. Security light charges, miscellaneous charges and credits

may be applied to these calculations. The amount calculated will be rounded to the nearest dollar, which becomes the budget billing amount for the current month.

The REMC retains the right to remove a member from the budget-billing plan if the member does not keep current with their obligation. Members not in good standing are not eligible for the budget-billing program.

In the event a member leaves the Corporation system, or goes off the budget plan, any debit amounts are due and payable at that time. Any credit balances will be applied to future amounts due or a check will be issued to the member.

Rule 11. Disconnection and Reconnection

A. Disconnection:

The REMC has no desire to disconnect electrical service and encourages our members to communicate with us to avoid the need to disconnect service, assess a Reconnect Fee, and assess additional deposits.

The REMC will provide Notice of the earliest date electric service will be disconnected due to a delinquent bill (“Disconnect Date”) on both the electric bill and in the monthly newsletter. The REMC will attempt to contact any member due to be disconnected by a phone notification system prior to the Disconnect Date. No guarantee is made that notification will be accomplished.

Subject to the limitations set forth in this rule, the REMC may disconnect electric service if the member’s account is not paid in full by the Disconnect Date.

B. Reconnection:

Reconnections will only be made after payment of the full outstanding bill (or other amount as may be mutually agreed upon by the REMC and member), Reconnect Fee, and any applicable deposits are collected under Rule 7.

A Reconnect Fee as set forth in **Appendix B** will be charged for reconnection of a service. The REMC reserves the right to charge a different Reconnect Fee as set forth in for reconnection of service after hours. On after-hours reconnects, all required payments must be made to the Lineman reconnecting service unless other arrangements have been made. The type of payment accepted will be in accordance with Rule 7.

C. Limitations on Disconnects

Disconnects will not occur between December 1st and March 15th for the following:

1. Members who receive or who have applied to receive assistance under an Energy Assistance Program.

Delinquent Energy Assistance Program members are subject to immediate disconnection after March 15th without further notice.

2. When the temperature is below 32° Fahrenheit

Delinquent members will not be disconnected when the outside temperature is below 32° Fahrenheit at the time of scheduled disconnection. Disconnection can be made however, at the first opportunity when the forecasted temperature will be above 32° Fahrenheit for a minimum 24-hour period.

3. If the REMC and member mutually agree upon a payment plan and the member has not defaulted on the payment plan.

Rule 12. **Member Complaints**

1. A member may complain at any time to the Corporation about any bill which is not delinquent at that time, deposit, disconnection notice, or any other matter relating to service. Upon receiving a complaint, the Corporation's employees will promptly investigate such complaint, confer with the member when requested, and notify the member of the proposed disposition of the complaint. Any member with a complaint which is not satisfactorily resolved by staff may submit his/her complaint in writing to the GENERAL MANAGER. The written complaint will be reviewed by the GENERAL MANAGER and a response thereto provided to the member. If the member is not satisfied with the GENERAL MANAGER's response, he/she may then ask to meet with the GENERAL MANAGER to discuss the complaint. The meeting will be conducted consistent with the GENERAL MANAGER's practices and/or Corporation policies.
2. A member who is dissatisfied with the proposed disposition of his/her concern may request and receive information and assistance on the procedure to be followed for appearing before the Board of Directors to discuss his/her concern.

Rule 13. **Right-of-Way**

- A. In consideration of receiving electric service from the Corporation, each member or prospective member shall, upon request of the Corporation and at no cost to the Corporation, execute and deliver to the Corporation grants of easement or right-of-way over, under and on such lands owned, contracted for, or legally controlled by the member, in accordance with such reasonable terms and conditions as the Corporation shall specify for the furnishing of electric or communications services to the member or other members or for the construction, operation, maintenance or relocation of electric or communications facilities.

- B. In the event system improvements are necessary, the Corporation personnel will be responsible for contacting property owners and members to obtain such easements, permits or rights-of-way as are needed. The property owners along the route of construction shall be contacted when the staking is performed. System improvements shall include alterations to existing lines and construction of new extensions of distribution and transmission lines.
- C. The Corporation will notify all property owners of its intention to construct distribution and transmission lines before commencement of such construction.

Rule 14. **Vegetation Management**

- A. As a condition of receiving electric service from the REMC, the properly authorized agents of the REMC shall have the right to enter upon Member's premises at all reasonable times for the purpose of installing, locating, inspecting, maintaining and providing access to facilities and reading, testing, repairing or replacing the meter(s), poles, lines, circuits and other equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service.
- B. As a condition of receiving electric service from the REMC, the properly authorized agents of the REMC shall have the right to enter upon the Member's premises at all reasonable times for the purpose of maintaining, trimming, clearing, spraying, or removing trees, vegetation, and brush as REMC deems necessary to maintain its facilities and provide safe and reliable service. The Member shall, upon request by the REMC, provide affirmative consent or written grants of easement or right-of-way on, over, across, or under all lands owned, contractor for, or legally controlled by them for the purpose of allowing the REMC to maintain, trim, clear, spray, or remove trees, vegetation, and brush, and each Member shall participate in any program that may be established by the REMC for the maintenance of all such rights-of-ways.
- C. Except in the case of an emergency, prior to commencing work on a member's property, the REMC will make a reasonable effort to provide notice of the upcoming work to the member by one or more of the following communications methods: in-person visit, phone call, or written door hanger.
- D. Member shall indemnify and hold harmless REMC from and against all claims, liability, damages, losses, fines, penalties and expenses based on any injury to any person, including loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, member's refusal to grant access or consent required by this rule.

When the member desires to remove hedge rows, trees, and undergrowth from beneath the REMC's existing lines and REMC deems the vegetation to be a sufficiently safe distance away from any energized electric equipment, the REMC will reimburse the member one-half (1/2) the total bill for bulldozing service performed or contracted for by the member which shall not exceed fifty feet (50') in width along the REMC right-of-way. Prior to commencement of any work, the member and REMC shall meet to

jointly inspect the proposed clearing area, mutually agree upon the scope of work, width of the areas to be cleared, and the cost of the work. After the clearing work is performed by member or member's contractor, the REMC will inspect the work to confirm the work resulted in sufficient and proper vegetation clearance to maintain clearance around REMC's lines and facilities.

Rule 15. Extension of Service to Residential Subdivision Developments

Warren County REMC will provide single-phase primary 7,200-volt electrical service to the developer of a residential subdivision under the following terms and conditions:

1. The developer shall enter into a written agreement with the REMC for extension of service to a subdivision development.
2. The developer, pursuant to the written agreement, shall make a contribution in aid of construction to the REMC for the entire cost of the line extension to the subdivision development.
3. The developer shall receive a refund from the REMC of \$1,850.00 for each new member that connects to the REMC line(s) in the subdivision development for the first 5 years following the date of the Agreement to extend service to the subdivision development. Such refunds shall be paid in February for connections made during the previous calendar year. It shall be the responsibility of the developer to request such reimbursements from the REMC, and the developer shall make such requests within one year of the date the new consumer connects to the line.

These costs are for the developer only and are intended to provide for a service point at every other lot corner. Any extensions of service from these tap points shall be borne by the homeowner under the appropriate Rule.

The developer shall provide the REMC with two copies of the recorded plat with all necessary utility easements shown. The developer will be required to clear the REMC's easement prior to installation of facilities. The REMC will work with the developer in providing service in different phases of construction and expects the developer to use reasonable discretion in the development process.

If, within two (2) years of the line installation, an additional consumer requests service in which all or a part of the extended line is shared, the developer shall be reimbursed a pro-rata share of the initial incurred costs actually paid, if any. It shall be the responsibility of the developer to request such reimbursements from the REMC, and the developer shall make such requests within one year of the date the new consumer connects to the line. In no event shall the aggregate refunds to the developer

exceed the amount the developer initially paid for the line extension. The new consumer will be billed according to the appropriate Rule for line extensions in the same manner as if the new consumer had requested the line extension, except that the new consumer's share shall take into account the share of costs attributable to the developer.

No exception to this Rule shall be made without the prior approval of the General Manager.

Rule 16. Line Extension to Permanently Occupied Residences

The REMC will build line extensions to permanently occupied residences after the following requirements have been met:

1. A membership application has been signed.
2. Before a line extension is made to a new residence the following criteria must be met:
 - a. Well or water line must be installed.
 - b. Septic system or sewer line must be installed.
 - c. Drive or lane to residence must be installed (giving access for trucks to construct line).
 - d. All right-of-way requirements have been met.
 - e. An approved building permit has been issued by the applicable municipal township, or county office.
 - f. All necessary easements have been signed before construction starts.
 - g. Payment must be received in full before construction starts.

For purposes of this Rule, a "permanently occupied residence" shall mean a stick built house, modular home or a double wide trailer on a foundation or other permanent facilities where the monthly consumption of energy is expected. Other types of construction shall be considered under the Rule regarding line extensions to services other than permanently occupied residences.

If the initial tap is from an overhead source, the member will have the option of overhead or underground service line at the appropriate cost. If the initial tap is from an underground source, the appropriate underground cost will apply.

The individual requesting a line extension shall pay the greater of 100% of the cost associated with the line extension minus \$1850.00 or \$0.00.

The REMC shall have sole discretion to decide how to design and engineer a line extension and how to deliver service.

The cost of the line extension to be paid by the individual requesting a line extension will include initial backfilling when underground primary and/or service is provided and the member will be responsible for any follow-up backfilling and seeding.

Where rock conditions exist requiring blasting or backhoe work, these additional costs will be charged to the consumer along with charges for any conduit required if going under driveway, patios, etc.

The REMC will be responsible for locating facilities of other utilities. Any location of consumer installed facilities, i.e. waterlines, sewer lines, shall be the responsibility of the consumer. The REMC will only repair such consumer owned facilities if they have been exposed to view by the consumer.

The REMC will not allow joint use of the underground trench for any other facilities.

Right of way clearing shall be the responsibility of the consumer.

If, within two (2) years of the line installation, an additional consumer requests service in which all or a part of the extended line is shared, the initial consumer shall be reimbursed a pro-rata share of the initial incurred costs actually paid, if any. It shall be the responsibility of the developer to request such reimbursements from the REMC, and the developer shall make such requests within one year of the date the new consumer connects to the line.

It shall be the responsibility of the consumer to request such reimbursements from the REMC, and the consumer shall make such requests within one year of the date the new consumer connects to the line. In no event shall the member be refunded an amount which exceeds the amount the member initially paid for the line extension. The new consumer will be billed according to the appropriate Rule for line extensions in the same manner as if the new consumer had requested the line extension, except that the new consumer's share shall take into account the share of costs attributable to the initial consumer.

No exceptions to this Rule shall be made without the approval of the General Manager.

Rule 17. Line Extension to Services Other than Permanently Occupied Residences or Residential Subdivision Developments

The REMC will build line extensions to any services other than permanently occupied residences or residential subdivisions, whether single phase or three-phase, under the following terms and conditions:

1. The developer or consumer shall enter into a written agreement with the REMC for extension of service.
2. Prior to the REMC procuring materials and beginning construction, the developer or consumer, pursuant to the written agreement, shall make a contribution in aid of construction to the REMC for the total estimated cost of the line extension. However, the developer or consumer shall receive a credit of 2.5 times the estimated annual Net Revenue to be received from the extension. The estimated annual Net Revenue shall be determined by the Cooperative in its

reasonable judgment and shall consider current retail electric rates, the Cooperative's most recent cost of service study, and other factors the Cooperative considers relevant. The estimated annual Net Revenue shall exclude the estimate retail electric charges that are designed to recover generation and transmission related costs (i.e. power supply costs).

3. After 30 months from the date of the first service connection, the actual annual Net Revenue shall be determined. The difference between the estimated annual Net Revenue and the actual annual Net Revenue shall be paid by the party whose benefit under the estimated calculation exceeded their benefit under the actual calculation. For example, if the actual Net Revenue was less than the estimated Net Revenue, the developer or consumer shall pay the difference between the figures to the REMC, and if the actual Net Revenue exceeded the estimated Net Revenue, the REMC shall refund the difference between the figures to the developer or consumer.
4. Notwithstanding anything to the contrary in subsections (1) - (3), if in the sole opinion of the REMC (a) the estimated cost of such extension and the prospective annual Net Revenue to be received from it is so meager or speculative as to make it doubtful whether the annual Net Revenue from the extension would ever pay a fair return on the investment involved in such extension, or (b) there will be slight or no immediate demand for service, or (c) the installation will require extensive equipment with slight or no immediate demand for service, or (d) the estimated cost of the extension otherwise places REMC and /or other members of the REMC at risk of recovering the costs associated with the investment; then the REMC may require, in advance of materials procurement or construction, a deposit or payment from the developer or consumer in the amount of the total estimated cost of the line extension.

The REMC will provide the initial backfilling when underground primary and/or service is provided and the member will be responsible for any follow-up backfilling and seeding.

Where rock conditions exist requiring blasting or backhoe work, these additional costs will be charged to the consumer along with charges for conduit required if going under driveway, patios, etc.

The REMC will be responsible for locating facilities of other utilities. Any location of consumer installed facilities, i.e. waterlines, sewer lines, shall be the responsibility of the consumer. The REMC will only repair such consumer owned facilities if they have been exposed to view by the consumer.

The REMC will not allow joint use of the underground trench for any other facilities.

If, within two (2) years of the line installation, an additional consumer requests service in which all or a part of the extended line is shared, the developer shall be reimbursed a pro-rata share of the initial incurred costs actually paid, if any.

It shall be the responsibility of the developer to request such reimbursements from the REMC, and the developer shall make such requests within one year of the date the new consumer connects to the line. In no event shall the aggregate refunds to the developer exceed the amount the developer initially paid

for the line extension. The new consumer will be billed according to the appropriate Rule for line extensions in the same manner as if the new consumer had requested the line extension, except that the new consumer's share shall take into account the share of costs attributable to the consumer.

No exception to this Rule shall be made without the prior approval of the General Manager.

Rule 18. Temporary Service for Commercial or Industrial Service

The REMC will provide temporary service once the following criteria have been met:

1. A membership application has been signed and fee paid.
2. Applicant has paid the REMC a \$800.00 non-refundable fee to recover the cost of installing a transformer and one span service drop to consumer's meter pole, and removal of service when disconnected.
3. Applicant has paid the cost of extending any additional facilities necessary for the temporary service over and above the facilities identified in subsection 2 of this Rule.
4. Applicant has paid a deposit for electric equal to 2 times the estimated monthly bill. The final bill will be taken out of the deposit and the balance, if any returned to the applicant.

If extension of additional facilities or primary line is required, an estimate of the total construction and removal cost of the facilities will be figured and billed to the consumer. This amount is non-refundable and must be paid prior to scheduling of construction.

Rule 19. Upgrade/Replacement of Facilities for Increased Capacity or Member Requests

The REMC will upgrade/relocate the facilities necessary for increased service capacity as follows:

1. Overhead Secondary Service Line:
 - a. The REMC will upgrade service conductor for increased service capacity at no cost to the consumer.
2. Underground Service Line:
 - a. The cost of upgrading or relocating underground service (or relocating overhead to underground) shall be borne by the consumer.
 - b. The consumer is responsible for the cost of a single phase 7200 volt padmount transformer if the existing padmount is not large enough for the increased load.
 - c. If a 3-phase underground 7200/12470 volt padmount transformer has to be increased in size the member will be required to pay the purchase cost of the new 3-phase padmount. REMC will replace this transformer if damaged by lightning or other act of God, at no cost to the member. If within five (5) years, the member desires to increase the size of the 3-phase underground padmount transformer installed pursuant to this provision, the cost of the previously installed transformer shall be credited against the

cost of the larger underground padmount transformer to be installed with the difference in cost to be paid by the member.

In cases of installation of underground facilities, the REMC will be responsible for the location of facilities owned by other utilities. Any location of consumer installed facilities i.e. waterlines, sewer lines, communication lines and gas lines shall be the responsibility of the consumer. The REMC will only repair damage to such consumer owned facilities if they have been exposed to view by the consumer prior to trenching.

The REMC will provide the initial backfilling for underground facilities. The member will be responsible for any follow-up backfilling and seeding.

Where rock conditions exist requiring blasting or backhoe work, these costs will be charged to the consumer along with charges for conduit required if going under driveways, patio's, etc.

The REMC will not allow joint use of underground trench for consumer-related facilities.

Any charges above will be collected prior to the scheduling of the work to be done.

No exception shall be made without the approval of the General Manager.

Rule 20. **Idle Services**

The owner of a location, which has been vacated or disconnected, may request that the REMC remove the electric facilities as long as the facilities are used exclusively for this location.

If a property owner requests retirement of existing facilities and, later requests construction of new facilities to the same location within a two (2) year period, the property owner will be required to pay the total cost of the new facilities. After a two (2) year period, the appropriate line extension policy will apply.

After a five (5) year period of idle service the REMC reserves the right to retire the service.

Rule 21. **Dusk to Dawn Lighting**

- A. The Corporation will furnish, install and maintain the dusk to dawn lighting equipment that is mounted on Corporation poles. The Corporation will make replacements from time to time as necessary.
- B. The Corporation shall furnish the electric energy required for the operation of the light pursuant to the applicable rate schedule.

- C. The Corporation will furnish all maintenance required but shall do so only during regular working hours of the Corporation. The light fixture will be mounted on a transformer pole, support pole, or a member provided meter pole where 120/240 volt unmetered service is available. The Corporation will only install dusk to dawn lighting beyond the meter location if the member purchases a new pole and provides the necessary wiring. A one-time fee for a 1-1/2kva transformer will be charged if the installation of a transformer is required specifically for the light.
- D. The Board of Directors, under the appropriate rate schedule, shall establish the rental charge.
- E. In the event it is necessary to maintain dusk to dawn lights owned by others on the Corporation's system, the Corporation will charge such member the Dusk to Dawn Lighting Maintenance Fee set forth on **Appendix B** plus the material used in connection with such repair. Corporation personnel may refuse to work on member's light, if in their opinion, an unsafe condition exists.
- F. No adjustment to monthly bill will be made if light is repaired within five working days.

Rule 22. Rate Schedules, Fees, Charges

- A. Copies of all schedules of rates for service, forms of contracts, charges for service connections and extensions, and of all rules and regulations covering the relationship between the member and the Corporation shall be maintained in the local office of the Corporation and shall be made available to members affected thereby.
- B. Rates, fees and charges are subject to change from time to time in the sole discretion of the Board of Directors of Corporation.
- C. Indiana Connection Magazine. The member understands that the subscription amount paid by the Corporation to the Indiana Connection magazine covers postal and production costs for the magazine and is included in the amount paid by the member for electric service from the Corporation each year.

Rule 23. Limitation of Liability, Indemnification, Continuity of Service, Phase Protection.

- A. Neither Corporation nor member shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- B. Corporation shall not be liable for any loss, injury, or damages (whether direct, indirect, or consequential) resulting from any failure to supply electricity or for an interruption, limitation, or curtailment of electric service due to any cause whatsoever other than willful default or gross negligence of Corporation.
- C. Corporation shall not be liable for any loss, injury, or damages (whether direct, indirect, or consequential) caused by wiring, electrical appliances or equipment on member's premises.

- D. Corporation shall not be liable for direct, indirect, or consequential damages resulting from the presence or use of electricity or the presence of Corporation's equipment on member's premises, unless due to the willful default or gross negligence on the part of Corporation.
- E. Consumer shall not make any internal or external adjustment to or otherwise interfere with or break the seals of meters or any other Corporation owned equipment installed on member's premises, and member shall ensure that no one except employees or agents of the Corporation do so.
- F. The Corporation does not guarantee phase protection on a multi-phase service. It is in member's responsibility to provide and maintain suitable protective devices on member property to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of electricity to member's premises. The Corporation shall not be liable for any loss, injury, or damages (whether direct, indirect, or consequential) resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective device.
- G. In the event of loss or damage to the Corporation's property through willful misconduct, misuse, or negligence on the part of member or its agents or representatives, member shall be liable and shall pay to the Corporation the cost of the necessary repairs or replacement of Corporation property. Consumer shall also be liable for any injury to any person, including the loss of life, caused by willful misconduct, misuse or negligence on the part of the member or its employees, agents or representatives.
- H. Consumer shall indemnify and hold harmless Corporation from and against all claims, liability, damages, losses, fines, penalties and expenses based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, willful misconduct, misuse or negligence on the part of the member or its employees, agents or representatives.

Rule 24. Amendment

The Corporation reserves the right to amend these Rules and Regulations in whole or in part, as deemed appropriate from time to time in the sole discretion of the Board of Directors of Corporation.

Date Adopted: December 15, 2020

Attested: _____

Secretary