

## SERVICE RULES AND REGULATIONS

### RULE 1. DEFINITIONS

The definitions set forth below shall be applicable to the cooperative's service rules and regulations:

The word "Commission" shall mean the Indiana Utility Regulatory Commission.

The word "cooperative" shall mean Southeastern Indiana Rural Electric Membership Corporation.

The word "member" shall mean any natural person (including spouses, domestic partners, or spousal equivalents residing at a common premises), firm, association, church, corporation, business trust, partnership, limited liability company, municipality, state or state political subdivision, the United States of America or federal political subdivision, or other body politic (collectively, "Person") which has agreed, orally or otherwise, to pay for and receive the benefit of electric service provided by the cooperative.

The word "disconnect" or "disconnection" shall mean the termination or discontinuance of electric service. If the cooperative initiates a "truck run" to a member's premises for the express purpose of disconnecting the member's electric service, such action shall be construed and counted as a "disconnect" or "disconnection" of electric service.

The words "late payment charge" shall mean the one-time penalty assessed by the cooperative upon all current bills at the time as they become delinquent.

The words "Employee Member Relations Committee" shall mean a committee comprised of the following cooperative employees: General Manager, and his/her designee(s).

The words "Remotely Actuated Smart Meter" shall mean a metering device that can be accessed remotely through a communications infrastructure to enable reading the meter remotely and may also include the remote ability to disconnect and enable reconnect of the member's electric service.

### RULE 2. RETENTION OF RECORDS

All records required by these rules will be preserved at least three years except as otherwise provided herein or required by law. Records shall be kept at the cooperative's principal place of business or at other places as the cooperative shall designate.

### RULE 3. RECORDS AND REPORTS OF METER PURCHASES AND TESTS

#### METER TEST RECORD.

Whenever any meter in service is tested, a record will be preserved containing the information necessary for identifying the meter, the reason for making the test, the reading of the meter before the test and the result of the test, together with all data taken at the time of the test in sufficiently complete form to permit the convenient checking of the methods employed.

**METER RECORD.**

Contemporaneous records shall also be kept; giving for each meter owned or used by the cooperative, the year of purchase, its identification and the record of the last test to which it has been subjected, with date and general results of the test. These records apply to all meters insofar as the information is available.

**RULE 4. LOCATION OF METERS; ACCESSIBILITY**

All meters shall be located outdoors where they are easily accessible for reading, testing, and making necessary adjustments and repairs. When a number of meters are placed on the same meter board, the distance between centers may be specified by the cooperative, but in no case shall the distance be less than 7½ inches. Upon request by a residential member, the cooperative will provide the member with the number of the meter which serves the individual member's premises, to provide the member with an opportunity to verify the meter readings. On an installation where similar types of meters record different units (kWh and kVARh, for example) the meters shall be tagged or marked to indicate the units recorded. Meters should not be less than 4 feet nor more than 6 feet above the final standing surface, measured from the center of the meter cover, unless authorized by the cooperative.

Meters shall not be placed on unstable partitions or supports. Unless unavoidable, meters should not be installed in any location where the visits of a meter reader or tester will cause unreasonable annoyance to the member or undue inconvenience to the cooperative. Members shall permit the cooperative to authorize employees, agents and independent contractors to have unobstructed safe access to the premises free from interference by hostile sources for meter reading, bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of the facilities at reasonable times.

**RULE 5. SERVICE WATT-HOUR METERS; INSPECTION AND REPAIR; INSTALLATION TESTS AND ADJUSTMENTS**

**INSPECTION AND REPAIR**

Each new watt-hour meter, except self-contained single phase, shall be inspected and tested and adjusted, if necessary, to detect any possible causes for faulty operation and to verify the accuracy of the meter. All newly purchased meters are considered to be "Tested and Certified" by the meter manufacturer if certified test results are supplied to the cooperative.

All meters removed from service shall be carefully inspected for any possible causes of faulty operation which may have developed in use, cleaned and repaired, as necessary, before being tested and adjusted to the accuracy conditions prescribed in these service rules and standards, prior to being again placed in service; except single phase self-contained AC meters, which may be removed and reinstalled without testing if they show no damage or evidence of tampering and are not on a recall or obsolete list.

**INSTALLATION TESTS AND ADJUSTMENTS**

All watt-hour meters and demand meters, except self-contained AC meters, shall be tested prior to their installation or within 60 days after installation, and adjusted, as closely as economically practicable, to the condition of zero error, but in all cases within the limits of tolerance prescribed in Rule 8. Tolerances are to be

interpreted as maximum variations from the condition of zero error which are permitted in order to make reasonable though adequate allowance for variations encountered in accepted good meter practice.

All watt-hour and demand meters shall be checked for correct connections, proper mechanical conditions and suitability of location in its permanent position at the time of installation or within sixty (60) days after installation. If the meter does not read directly in kWh consumed or demand units, the multiplier for the meter readings shall be checked and, if practical, marked on the meter, or marked on a tag attached to the meter.

### RULE 6. METER TESTING EQUIPMENT AND FACILITIES; REFERENCE AND PORTABLE STANDARDS

#### EQUIPMENT AND FACILITIES.

The cooperative shall provide or make available standard meters, instruments and other equipment and facilities as may be necessary to make the tests set forth in these rules.

#### REFERENCE STANDARDS.

The cooperative shall provide or make available suitable indicating electrical instruments, watt meters and watt-hour meters (hereinafter called "reference standards") as may be necessary for testing the accuracy of watt-hour meters. The reference standard may be a service type watt-hour meter. Reference standards of all kinds shall be tested and adjusted, if necessary, at least once every two years by a recognized standardizing laboratory.

#### PORTABLE STANDARDS.

All portable watt-hour meter standards shall be checked against the corresponding reference standards as often as may be necessary to give reasonable assurance that the errors will not change enough between successive calibrations to materially affect the results of measurements involving their use. If the check shows any portable watt-hour meter standard to be in error more than one percent (1%) plus or minus, at any load at which the standard will be used, the standard shall be tested, adjusted and certified in an approved laboratory. Each portable watt-hour meter standard shall at all times be accompanied by a certificate or calibration card, signed by the proper authority, giving the date when it was last certified.

#### PORTABLE INDICATING INSTRUMENTS.

All portable indicating electrical testing instruments, such as voltmeters, ammeters and watt meters, when in regular use in testing purposes, shall be checked against suitable reference standards as often as may be necessary to give reasonable assurance that the errors will not change enough between successive calibrations to materially affect the results of measurements involving their use, and if found appreciably in error at zero or more than one percent (1%) of full scale value at commonly used scale deflection shall, unless calibration correction is used, be adjusted and certified in an approved laboratory.

Records of Certification and Calibration. Records of certification and calibration shall be kept on file at the cooperative.

## **RULE 7. AVERAGE ACCURACY OF WATT-HOUR METERS; TESTS**

The accuracy at light load shall be determined at a load of approximately ten percent (10%) of the rated test amps of the meter. The accuracy at heavy load shall be determined at a load of not less than one hundred percent (100%) of the rated test amps of the meter. The rated test amps of the meter shall be as specified by the meter manufacturer.

### **“AS FOUND” TEST**

The accuracy at light load shall be determined by taking the average of at least two tests, which tests must agree within one-half of one percent (.5%). The accuracy at heavy load shall be determined in a like manner. The average accuracy of the meter shall be determined by taking an average of the accuracy at light load and of the accuracy at heavy load. However, the average “as found” accuracy of a meter may be determined from one light load test and one heavy load test, if the average accuracy is less than one hundred and three percent (103%) and if the meter is to be adjusted.

### **“AS LEFT” TEST**

After any meter has been adjusted, the average “as left” accuracy of the meter will be determined by two tests at each load as outlined in the preceding paragraph, unless the meter has been tested by an automatic device in which case one test at each load will be sufficient.

## **RULE 8. METER ACCURACY**

No watt-hour meter which registers at no load (the moving element making more than one complete revolution when at “No Load”), when the applied voltage is less than one hundred and ten percent (110%) of standard service voltage, shall be placed in service or allowed to remain in service in that condition.

No meter shall be placed in service or allowed to remain in service which is mechanically defective, which has incorrect constants, or which has not been tested for accuracy of measurements and adjusted, if necessary, to meet the following requirements:

### **WATTHOUR METERS**

Average error not over two percent (2%) plus or minus. Error at heavy load not over one percent (1%) plus or minus. Error at light load not over three percent (3%) plus or minus.

### **CURVE DRAWING INSTRUMENTS**

Electrical Element: Error shall not exceed two percent (2%) plus or minus of full scale indication.

### **INTEGRATING DEMAND METERS**

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#### **ELECTRIC ELEMENT:**

Errors shall not exceed the limits specified for watt-hour meters.

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**TIMING ELEMENT:**

Cumulative error shall not be in excess of plus or minus two percent (2%) for the entire billing period. If the time of day is a factor in the rate schedule, the timing element when operating under normal conditions of service shall not indicate a difference of more than ten (10) minutes from correct time, and any incorrect indication of time caused by the temporary loss of utility service shall be corrected by the cooperative by the end of the following work day.

**LAGGED DEMAND METERS**

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**ELECTROMAGNETIC TYPE:**

Error shall not exceed two percent (2%) plus or minus of full scale indication.

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**TEST FOR CORRECT POWER FACTOR ADJUSTMENT.**

Alternating current service watt-hour meters, except self-contained AC meters rated 12 KVA or less, which are to be used on circuits supplying inductive load, shall also be tested before installation at one hundred percent (100%) of manufacturer's rated test current at fifty percent (50%) lagging power factor, and, if necessary, adjusted so that the error under such conditions will not be more than two percent (2%) plus or minus.

Where instrument transformers are used for metering, the ratio of transformation and phase angle error of the transformers must be determined before installation, such information shall be on file in the office of the cooperative.

**RULE 9. TESTS OF ELECTRIC METERS IN SERVICE**

NOTE: THE KVA RATING OF AN ALTERNATING-CURRENT, SINGLE-ELEMENT METER IS THE PRODUCT OF THE RATED VOLTAGE AND THE RATED TEST CURRENT. IN THE CASE OF A POLYPHASE OR A MULTI-ELEMENT METER, THE RATING IS THE SUM OF SUCH PRODUCTS FOR EACH ELEMENT. THE RATING OF A 2-ELEMENT METER WHEN IT IS THE SPLIT-COIL TYPE OR WHEN IT IS ASSOCIATED WITH 3-CURRENT TRANSFORMERS AND USED TO MEASURE ENERGY IN A 3-PHASE, 4-WIRE Y CIRCUIT SHALL BE 3 TIMES THE RATING OF ONE ELEMENT. WHEN A METER IS CONNECTED TO INSTRUMENT TRANSFORMERS, THE NOMINAL RATING OF THE TRANSFORMERS SHALL BE USED IN THE DETERMINATION OF THE KVA RATING OF THE METER.

**WATT-HOUR METERS, 12 KVA OR LESS.**

The cooperative has adopted the following method for maintaining the accuracy of self-contained single-phase and three-wire network meters rated 12 KVA or less: periodic testing of watt-hour meters shall be performed as deemed appropriate by the cooperative, but such periodic test period shall not exceed sixteen (16) years or upon request of a member per Rule 10.

**OTHER WATT-HOUR METERS.**

All other single-phase and three-wire network meters shall also be tested as deemed appropriate by the cooperative, but such periodic test period shall not exceed sixteen (16) years or upon the request of a member per Rule 10.

**DEMAND METERS.**

Each demand meter shall be tested as often as the watt-hour meter with which it is associated and, as nearly as practicable, at the same time.

**POLYPHASE CT RATED METERS.**

Each polyphase CT rated meter shall be tested at least every eight (8) years.

**ALL OTHER METERS.**

All other meters shall be tested at least every sixteen (16) years.

**RULE 10. METER TESTS UPON WRITTEN REQUEST BY MEMBER**

The cooperative will test the accuracy of registration of a meter upon written request by a member and payment of a \$25.00 refundable testing fee. Such testing fee shall be refundable if the meter is found to be in error pursuant to Rule 8. The member shall bear the full cost of subsequent tests of this meter if requested at less than sixty (60) month intervals if no error (as defined in Rule 8) is found. A written report giving the results of the tests shall be made to the member and a complete record of the same shall be kept on file in the office of the cooperative.

**RULE 11. MEMBER REQUESTS FOR TESTS; REVIEW BY THE COOPERATIVE**

Upon application of a member to the cooperative, a test may be made of the member's watt-hour meter by the cooperative under the supervision of a representative of the cooperative's Employee Member Relations Committee. A nonrefundable one hundred (\$100.00) fee shall be payable by the member for the test except as provided by Rule 10.

Upon application of any member to the cooperative, an electric demand test may be made upon the member's electric load by the cooperative under the supervision of a representative of the cooperative's Employee Member Relations Committee. The test shall be made as soon as practicable after receipt of the application and under similar conditions of installation and operation as may be mutually agreed upon, in writing, by the member and the cooperative. A nonrefundable one hundred fifty dollar (\$150.00) fee shall be payable by the member for such test.

**RULE 12. BILLS**

Bills rendered periodically to members for electric service shall include the following information:

- The dates and meter readings of the meter at the beginning and end of the period for which the bill is rendered and the billing date;
- The number and kind of units of service supplied;
- The billing rate code;
- The previous balance, if any;
- The amount of the bill;

- The sum of the amount of the bill and the late payment charge;
- The date when the bill becomes delinquent and the date the late payment charge will be added to the bill;
- If an estimated bill, clear and conspicuous coding or other indication identifying the bill as an estimated bill;
- Printed statements or actual figures, or both, on either side of the bill informing the member of the seventeen (17) day non-penalty period; and

If an outstanding invoice for merchandise or non-utility services or damage claim is not paid within thirty (30) days, the bill shall be delinquent and shall be assessed a monthly late payment charge equal to one and a half percent (1.5%) of the unpaid balance. An outstanding invoice may after ninety (90) days be transferred to or billed with the utility bill, so as to enable the cooperative to render one consolidated bill for all amounts due. Such amount due shall be subject to the cooperative's normal disconnect procedures.

A bill for utility services shall be delinquent unless payment is received within seventeen (17) days after the bill is postmarked. If the bill is not paid within said seventeen (17) days, the delinquent bill may be assessed a late payment charge equal to five percent (5%) of the current charge. If a delinquent balance exists, all payments received by the cooperative shall first be applied to the delinquency.

The cooperative may estimate a member bill due to:

- A member request to estimate a bill;
- Inclement weather;
- Labor or union disputes; business continuity interruption beyond the cooperative's reasonable control
- Inaccessibility of a member's meter, if the cooperative has made a reasonable attempt to read it; or
- Failure or partial failure of the automated meter reading and/or communications system
- Other unusual or unanticipated circumstances.

The cooperative shall, upon a member's request, and not less than once in a twelve (12) month period, compute and render a bill pursuant to an actual meter reading taken by the cooperative or an agent of the cooperative, which reading may be taken manually or by automated meter reading or similar electronic equipment.

The cooperative shall offer an alternative billing plan(s) to members who are and remain in good standing, which allows the member to choose a levelized periodic payment plan. The cooperative may specify reasonable terms and conditions before placing a member on any levelized payment plan.

If one person, who is part of a joint membership, owes the cooperative an unpaid balance, then all persons in the joint membership shall be jointly and severally liable for the unpaid balance. If service is disconnected to a residence or business for nonpayment, service to that premises cannot be reconnected by another person who resided or occupied those premises at the time the nonpayment status occurred, until the past due amount is paid in full.

## RULE 13. BILLING ADJUSTMENTS

### ADJUSTMENTS DUE TO METER ERRORS.

If a service meter, after being tested as provided in these rules, is found to have a percentage of error greater than three percent (3%) for watt-hour meters and four percent (4%) for demand meters, the bills for service shall be adjusted as follows:

#### FAST METERS.

When a meter is found to have a positive average error, the cooperative shall refund or credit the member's account with the amount of any charges in excess of either (i) an average bill for the kilowatt hours and/or demand units incorrectly metered or (ii) separate bills individually adjusted for the percent of error for the period the meter was fast, if such period can be determined, or three years, whichever period is shorter. An average bill shall be calculated on the basis of kilowatt hours and/or demand units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of the minimum service charge shall be refunded.

#### STOPPED OR SLOW METERS.

When a meter is stopped or has a negative average error, the cooperative may charge the member for the kilowatt hours and/or demand units incorrectly registered 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 described below or (ii) separate bills individually adjusted for the percent of error. An average bill shall be calculated on the basis of kilowatt hours and/or demand units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. The cooperative may charge the member for the amounts unless the cooperative negligently allowed the stopped or slow meter to remain in service.

### OTHER BILLING ADJUSTMENTS.

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 if the billing error has underbilled the member, or three years if the billing error included overbilling the member, whichever period is shorter.

## RULE 14. CREDITWORTHINESS OF MEMBERS; DEPOSITS; REFUNDS

### GENERAL REQUIREMENTS.

The cooperative shall determine the creditworthiness of an applicant or member in an equitable and nondiscriminatory method without regard to the economic character of the area (or any part thereof) wherein the applicant or member resides and shall determine the creditworthiness solely upon the credit risk of the applicant or member without regard to the collective credit reputation of the area in which he/she lives.



### NEW APPLICANTS – RESIDENTIAL AND SMALL COMMERCIAL (200 AMP OR LESS - SINGLE PHASE ONLY)

Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant's creditworthiness, as determined from information provided by a nationally recognized credit bureau selected by the cooperative, is deemed acceptable, utilizing a nondiscriminatory methodology, and the applicant has not had service disconnected by the cooperative for nonpayment of a bill in the previous five year period and has no outstanding balance owed to the cooperative.

If the new applicant is determined to be not creditworthy, pursuant to the applicant's creditworthiness rating from the recognized credit bureau as used by the cooperative in a nondiscriminatory manner, or the new applicant refuses to grant permission to check creditworthiness or creditworthiness cannot be determined for any reason, a monetary deposit shall be required pursuant to the following options:

- If the member's service is "transformer rated" at 200 amps or less (member has a billing multiplier greater than 1.0) and must be rewired to accommodate a "remotely actuated smart meter" the rewiring shall be performed at no cost to the applicant. Members who are required, must have a "remotely actuated smart meter" installed at their premises.
- New applicants are required to pay a deposit equal to the greater amount of two hundred and fifty dollars (\$250.00) or 2/12 of the estimated annual dollar equivalent use of service shall be required before electric service is connected. The total deposit amount is capped pursuant to the amount stated in the "Schedule of Miscellaneous Non-recurring Charges".

Service shall be connected upon receipt of the required deposit or, if service is already connected when an application is made and applicant fails to meet the foregoing criteria, service may promptly be disconnected, without notice, until the cooperative receives the requisite deposit and all required fees.

If the applicant has an outstanding delinquency owed the cooperative, the applicant shall be required to pay the outstanding delinquency prior to electric service being connected and make a cash deposit as described below.

The deposit shall not be determined by the applicant's creditworthiness score but shall be the maximum required deposit pursuant to the amount stated in the "Schedule of Miscellaneous Non-recurring Charges". Service shall be connected upon receipt of the required deposit or, if service is already connected when an application is made and applicant fails to meet the foregoing criteria, service may promptly be disconnected, without notice, until the cooperative receives the requisite deposit and all required fees

A "remotely actuated smart meter" shall be installed at the member's premises if the applicants service requirements do not exceed 200 amps single phase. If the member's service is "transformer rated at 200 amps or less" (member has a billing multiplier greater than 1.0) and must be rewired to accommodate a "remotely actuated smart meter" the rewiring shall be performed at no cost to the applicant.

If the cooperative denies or disconnects service or requires a cash deposit as a condition of providing service, it will promptly advise the applicant of the facts upon which it based its decision.

#### CREDITWORTHINESS OF OTHER RATE CLASS APPLICANTS

Creditworthiness of Applicants not billed under the residential single-phase Farm & Home (Schedule A-5) or Small Commercial rate class (Schedule B-5) shall be determined on an individual non-discriminatory basis at the sole discretion of the Cooperative. Required deposits or payment for installed facilities shall be stated in a supplemental agreement between the Cooperative and the applicant.

#### INTEREST UPON DEPOSITS

Deposits, except refundable aid to construction, shall earn interest from date of deposit at a rate of three percent (3%) per annum.

The deposit shall not earn interest after the date it is mailed or personally delivered to the member, or otherwise used.

#### REFUNDS

Any deposit or accrued interest shall be refunded promptly along with a statement accounting for each transaction involving the deposit and interest, without request by the member, upon satisfactory payment by the member for a period of twelve consecutive months evidenced by no late payments, insufficient fund checks, disconnection of electric service for any reason (except at member request), failure to pay any outstanding balance(s) due, failure to pay any invoices for goods or other services rendered or violation of any written payment arrangement agreements.

Following member-requested termination of service:

- The cooperative shall apply the deposit plus accrued interest to the final bill, or
- Upon specific request from the member, the cooperative shall refund the deposit plus accrued interest within thirty (30) days after payment in full of all amounts due the cooperative through the final bill.

The cooperative will maintain a record of each applicant or member having a deposit which shows:

- The name of the member;
- The current address of the member so long as he/she maintains an active account with the cooperative in his/her name;
- The amount of the deposit;
- The date the deposit was made; and
- A record of each transaction affecting the deposit.

Each member shall be provided a written receipt from the cooperative at the time his/her deposit is paid in full or he/she makes a cash partial payment. The cooperative will provide a reasonable method by which a member who is unable to locate his/her receipt may establish that he/she is entitled to a refund of the deposit.

Any deposit made by the applicant, member, or any other person to the cooperative (less any deductions) which has remained unclaimed for seven years after the cooperative has made diligent effort to locate the person who made the deposit or the heirs of such persons shall be presumed abandoned and treated in accordance with the laws of the State of Indiana.

A deposit may be used by the cooperative to cover any unpaid balance following disconnection of service pursuant to Rule 15 or applied toward any delinquency owed the cooperative. If there is a remaining surplus, it will be returned to the member as provided above.

### RULE 15. DISCONNECTION OF SERVICE; DEPOSITS FOR CURRENT MEMBERS: REMOTELY ACTUATED SMART METERS - GENERAL

The member shall notify the cooperative at least three (3) working days in advance of the day disconnection is desired. The member shall remain responsible for all service used until service is disconnected pursuant to the notice.

A member's service may be disconnected, pursuant to proper required notice, for failure to pay any amounts due and payable to the cooperative, except the current portion of the bill for electric service, including but not limited to the prior billing for electric service, any investigation, damage or service fees or reconnection fees, any other past due billing amounts, any transferred billing amounts and any deposits required pursuant to these Service Rules and Regulations, the Cooperative's Schedule of Miscellaneous Non-recurring Charges, or the Cooperative's Bylaws, or Policies.

Disconnection of electric service, for any legitimate reason, may be accomplished by any appropriate means as solely determined by the cooperative.

Upon request by a member of the cooperative to disconnect service, the cooperative shall disconnect the service within three (3) working days of the request except for circumstances beyond the control of the cooperative. The member shall not be liable for any service rendered to such address or location after the expiration of three (3) such days.

The cooperative may disconnect service without a request by the member and without prior notice:

- If a condition is dangerous or hazardous to life, physical safety or property exists; or
- Upon order by any court or other duly authorized public authority; or
- If fraudulent or unauthorized use of electricity is detected and the cooperative has reasonable grounds to believe the affected member has benefitted from the use; or
- If the cooperative's regulating or measuring equipment or meter base has been tampered with or vandalized and the cooperative has reasonable grounds to believe that the affected member has benefitted from the tampering or vandalism.
- For violation of payment arrangement agreements
- Paying with an insufficient funds check to avoid service disconnection
- Disconnection of service pursuant to removal of a "service limiter" or remote disconnect meter device.

In all other instances the cooperative, upon providing the member with proper notice may disconnect service subject to the provisions of these service rules and regulations.

### METER TAMPERING/THEFT OR UNAUTHORIZED DIVERSION OF ELECTRICITY.

In the event the cooperative determines there is credible evidence that fraudulent or unauthorized use of electricity, meter tampering, or theft has occurred, a non-refundable service fee of Five Hundred Dollars (\$500) to investigate the meter tampering/theft or unauthorized diversion of electricity and equipment cost must be paid

the cooperative before service will be reconnected, plus reconnect fees, and satisfactory payment arrangements must be made with the cooperative for the estimated unmetered electricity usage. A security deposit may be required as determined by the cooperative in its sole discretion.

### MEDICAL EXCEPTION.

Except as otherwise provided in subsections (A) and (B) of this rule, the cooperative will postpone the disconnection of service for up to seven (7) days if, prior to the disconnect date specified in the disconnect notice, the member provides the cooperative with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the member and specifies the type or form of life support system being used for which electricity is required. Upon the cooperative's receipt of the statement, the postponement of disconnection may be continued, subject to subsections (A) and (B) above, for up to six (6) months, at which time it shall be the member's responsibility to provide the cooperative with another such medical statement or service may be disconnected.

### SERVICE LIMITERS

In order to assist members who have documented serious health conditions or monitoring requirements for persons residing in their household, the General Manager is authorized, based upon availability, to install a "Service Limiter" to provide limited (approximately 10 amps at 230 volts) electrical service as an alternative to complete termination of electrical service. This shall only be done for member accounts which are seriously delinquent in that the member owes more than One Hundred Dollars (\$100) for over sixty (60) days.

The General Manager is authorized to have installed a "Service Limiter" to provide limited (approximately 10 amps at 230 volts) electrical service for a period of five (5) business days as a prelude to complete termination of electrical service in the following situations:

- When a membership applicant or established member, pursuant to proper notice, is scheduled to be disconnected for nonpayment of a delinquent balance incurred at a prior service location within the established service area of the cooperative.

The cooperative may not disconnect service to the member:

- Upon his/her failure to pay for services to a previous unrelated occupant of the premises to be served;
- If a member or user is unable to pay a bill, which is unusually large due to a prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two months, stopped or slow meters, or any human or mechanical error of the cooperative, and the member:
  - Pays a reasonable portion of the bill, as determined by the cooperative;
  - Agrees to pay the remainder within a reasonable period of time as determined by the cooperative; and
  - Agrees to pay all undisputed future bills for service as they become due;

The cooperative may not add to the outstanding bill any late fee. The terms of the agreement shall be put in writing by the cooperative and signed by the member and a representative of the cooperative.

### AUTHORIZED DISCONNECTION DAYS AND TIME PERIODS

The cooperative will not disconnect service for nonpayment on Friday or any day immediately preceding any day, on which the cooperative's office is not open to the public.

### NOTICE REQUIREMENTS

Except as otherwise provided herein, electric service to any residential member shall not be disconnected for a violation of a service rule or regulation of the cooperative or for the nonpayment of a bill, except after seven (7) days prior written notice to such member by either:

- Mailing the notice to such residential member at the address shown on the records of the cooperative, in which case the notice may be included on or with the member's monthly billing statement; or
- Personal delivery of the notice to the residential member or a responsible member of his/her household at the address shown on the records of the cooperative; and
- The disconnect notice for nonpayment may be rendered prior to the date on which the account becomes delinquent either by including the notice on or with a billing statement rendered to the member or otherwise providing said notice.

The notice should be in language which is clear, concise, and easily understandable to a layman and shall state:

- The date of proposed disconnection;
- The basis and/or reason for the proposed disconnection; and
- The telephone number of the cooperative's office which the member may call during regular business hours in order to question the proposed disconnection or seek information concerning his/her rights;

### COOPERATIVE EMPLOYEE DUTIES AND RESPONSIBILITIES – PHYSICAL DISCONNECT AT MEMBER'S PREMISES.

Immediately preceding the actual disconnection of service, an employee of the cooperative designated to perform the function shall make a reasonable attempt to identify him or herself to the member or any other responsible person then upon the premises and shall announce the purpose of his/her presence.

The employee shall have in his/her possession information sufficient to enable the employee to inform the member or other responsible person the reason for disconnection, including the amount of any delinquent bill of the member, and shall request the member provide any available verification that the outstanding bill has been satisfied or is currently in dispute pursuant to review. Upon the presentation of credible evidence, service shall not be disconnected.

When the employee has disconnected the service, the employee shall give to a responsible person at the user's premises or, if no one is at home, shall leave at a conspicuous place on the premises, a notice stating that service has been disconnected and stating the address and telephone number of the cooperative where the user may arrange to have service reconnected. The cooperative shall charge a reconnection fee as specified in the Schedule of Miscellaneous Nonrecurring Charges and determine any other applicable fees that must be paid prior to the reconnection of the service unless alternate payment arrangements are made with the cooperative Manager or his/her designee. The member shall also be required to pay all past due amounts, with the exception of the current portion of the periodic billing for service, prior to reconnection of electric service.

**MEMBER DEPOSITS**

The cooperative may require a current member to make a cash deposit when the service has been disconnected pursuant to the following requirements:

If a current member has been disconnected for nonpayment of an amount due the cooperative, the current member must pay all amounts due the cooperative, in full, except the current portion of the bill for electric service. The current member must also pay all disconnection and/or reconnection and/or trip charges in full. Such charges are specified in the "Schedule of Miscellaneous Nonrecurring Charges". A deposit of five hundred dollars (\$500.00) shall be required for reconnection of electric service. The required deposit may be paid in full or in part and may be added to the member's subsequent monthly billing statement at \$25.00 per month until the accumulated deposit totals five hundred dollars (\$500.00). Deposits held by the cooperative pursuant to this section shall be returned within twelve months after total collection of the required deposit if the member has had no pay late penalties or disconnection of electric service during this twelve-month period. Deposits held longer than specified in this section shall accrue interest. A "remotely actuated smart meter" shall be installed at the member's premises. If the member's service is "transformer rated at 200 amps or less" (member has a billing multiplier greater than 1.0) and must be rewired to accommodate a "remotely actuated smart meter" the rewiring shall be performed at no cost to the applicant. Members whose service requirements exceed 200 amps single phase are not required to have a "remotely actuated smart meter" installed at their premises.

If the cooperative disconnects service in a substantial violation of these Service Rules and Regulations, service shall promptly be restored at no charge to the member.

The cooperative will reconnect the service to the member or user as soon as reasonably possible but at least within one (1) working day after it is requested to do so, except for circumstances beyond the control of the cooperative, if the member has satisfied the requirements of these service rules and regulations.

**REMOTELY ACTUATED SMART METERS – REQUIREMENTS AND APPLICABILITY****REMOTELY ACTUATED SMART METERS – GENERAL:**

The cooperative may install a remotely actuated smart meter on a Non-Commercial Schedule A-5 electric account or a Small Commercial Schedule B-5 electric account, whose service requirements are 200 amps single phase or less, without prior notice if in the sole judgment of cooperative the installation of such "Remotely Actuated Smart Meter" would be beneficial to the cooperative. Such "Remotely Actuated Smart Meter" may be utilized to disconnect or enable reconnect of member's service remotely for any legitimate reason pursuant to proper notice or member request. The "Remotely Actuated Smart Meter" shall remain the property of the cooperative and may be removed by the cooperative, without notice, in its sole discretion.

The cooperative may install a "Remotely Actuated Smart Meter" prior to or pursuant to the physical disconnection of service, pursuant to proper notice of a pending disconnect of electric service, for nonpayment of amounts due and payable to the cooperative. The "Remotely Actuated Smart Meter" allows the cooperative to remotely disconnect electric service or remotely enable reconnect of electric service by the member or the member's authorized agent. If a "Remotely Actuated Smart Meter" is installed and utilized for the purpose of disconnecting or enabling reconnection of electric service, pursuant to nonpayment of amounts due the cooperative, fees

specified in the cooperative's Schedule of Miscellaneous Nonrecurring Charges shall be applicable and payable to the cooperative.

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### "REMOTELY ACTUATED SMART METERS" – SPECIFIC CIRCUMSTANCES:

Circumstances requiring "Remotely Actuated Smart Meter" installation and applicable fees, on applicable metered accounts are as follows: The member, or someone residing at the member's premises, has threatened a cooperative employee, contractor or agent of the cooperative or refused meter/facilities access to an authorized cooperative employee, contractor or agent or the member has aggressive animal(s) on the premises. There are physical hazards or obstructions at the premises that restrict access to the cooperative's meter or other facilities. A "Remotely Actuated Smart Meter" may be required pursuant to this paragraph, due to other extenuating conditions, if specifically approved by the General Manager or Director of Office Services.

### SMART METER "OPT OUT"

A Member must make a formal written Smart Meter "Opt Out" request and state valid reasons for the request. The Member's request will be reviewed by the Employee Member Relations Committee pursuant to Rule 17. The Committee may meet in person, by phone or thru correspondence with the Member to discuss the validity of their concerns. The Committee shall act in a timely manner in considering Smart Meter "Opt Out" requests. If the Committee approves the Member's "Opt Out" request, the Member's "Smart Meter" will be replaced with a standard (non-remotely readable) watt-hour meter and the Member shall be required to pay thirty dollars (\$30.00) per billing period. If the Member is not satisfied with the determination of the Employee Member Relations Committee's decision the Member may pursue a remedy pursuant to Rule 17 – Member Complaints & Conduct.

### RULE 16. HOME ENERGY ASSISTANCE; DISCONNECTION OF SERVICE TO RECIPIENTS

Consistent with Indiana Code § 8-1-2-113,121 or 122 without member request, the cooperative will not, during the applicable moratorium period, disconnect electric residential service to a member who either is receiving or who is eligible for and has applied for assistance under Indiana Code § 12-14-11.

During the moratorium period, the cooperative may not disconnect service to such member if:

- The member's eligibility to receive benefits pursuant to Indiana Code § 12-14-11 is being determined by the Department of Aging and Community Services or its designee after the submission of a complete application for benefits by the member.
- The member has furnished to the cooperative proof of his/her application to receive such benefits or the cooperative has been so notified in writing by the Department of Aging and Community Services or its authorized representatives.

This rule does not prohibit the cooperative from terminating residential electric service upon the request of a member or under the following circumstances:

- If a condition is dangerous or hazardous to life, physical safety, or property exists.
- Upon order by any court or other duly authorized public authority.
- If fraudulent or unauthorized use of electricity is detected, and the cooperative has reasonable grounds to believe the affected member has benefitted from the use.

- If the cooperative's regulating or measuring equipment has been tampered with and the cooperative has reasonable grounds to believe that the affected member has benefitted from the tampering.

## **RULE 17. MEMBER COMPLAINTS**

### **COMPLAINT PROCEDURE**

Any member with a complaint, which is not satisfactorily resolved by cooperative staff or an employee, may submit his/her complaint in writing to the General Manager. The complaint should be made by completing the form available from the cooperative at its business office. A complaint will be considered filed upon receipt by the General Manager, except mailed complaints shall be considered filed when received and date stamped by the cooperative. The completed complaint form will be reviewed by the General Manager or assigned to the Employee Member Relations committee and a response will be provided to the member. If the member filing the complaint is not satisfied with the committee's response, he/she may then ask to meet with the committee to discuss the complaint, which meeting will be conducted consistent with the committee's practices and/or policies.

Upon receiving a complaint, the Employee Member Relations Committee will promptly investigate the complaint, confer with the member when requested, and notify the member of the proposed good faith disposition of the complaint. The member may then pursue additional review of the matter by the full Board, consistent with applicable policies or procedures adopted by the Board.

### **MEMBERS SHALL BEHAVE IN AN APPROPRIATE MANNER.**

The Cooperative shall remove from its premises any person who behaves inappropriately. The Cooperative may bar from its premises any member who behaves inappropriately. The member shall then have to transact his or her business with the Cooperative by mail, telephone or electronically, without entering onto the Cooperative's real estate.

## **RULE 18. INFORMATIONAL PAMPHLETS AND RATE SCHEDULES**

The cooperative will publish and distribute, to all applicants for service and shall make available to all current members, a pamphlet or other informational material containing the statement of non-discrimination.

The cooperative shall make available and provide upon request to all members a copy of the cooperative's Bylaws and Service Rules and Regulations.

The cooperative will supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants or current members, upon request.

Whenever the cooperative changes its residential or other base rate schedules, the cooperative will provide its members with notice of this change at least thirty (30) days prior to the effective date via the monthly newsletter, a bill stuffer, or another publication generally disseminated to members.



#### RULE 19. STANDARD NOMINAL FREQUENCY

In supplying alternating current, the cooperative will adopt a standard nominal frequency of 60 HZ. Momentary variations of frequency of more than five percent (5%), which are not due to lack of proper equipment or reasonable care by the cooperative, shall not be considered a violation of this rule.

#### RULE 20. STANDARD VOLTAGE AND PERMISSIBLE VOLTAGE VARIATION

The cooperative shall adopt a standard nominal service voltage, or standard nominal service voltages, as may be required by the cooperative's distribution system for its entire constant voltage service. The voltage maintained at the member's main service terminals shall be reasonably constant as follows:

- For residential service, the voltage shall be within eight percent (8%), plus or minus, of the standard adopted. The voltage standard adopted for single phase residential or small commercial service is 120/240 volts R.M.S.
- A greater variation of voltage than specified above may be allowed when service is supplied to a limited or extended area where members are widely scattered or when the loads served do not justify close voltage regulation. In such cases, the best voltage regulation practicable under the circumstances will be provided.

Variations in voltage in excess of those specified, caused by the following, shall not be considered a violation of this rule:

- The operation of power apparatus on the member's premises which necessarily requires large starting current;
- The action of the elements; or
- Infrequent and unavoidable fluctuations of short duration due to system protective device operation.

#### RULE 21. VOLTAGE SURVEYS AND RECORDS, STRAY VOLTAGE – DUTIES AND RESPONSIBILITIES

The cooperative shall have available suitable voltage measuring equipment to conduct voltage surveys in sufficient number and diversity to satisfy the cooperative's compliance with the voltage requirements of these rules.

Stray voltage duties and responsibilities are detailed in Article XIII Section 5 of the cooperative's Bylaws.

#### RULE 22. MONITORING INSTRUMENTS

The cooperative will install such instruments as may be necessary for the cooperative to obtain complete information as to its monthly electrical energy purchases, unless the instruments are furnished by the supplying utility from whom the energy is purchased.

#### RULE 23. INTERRUPTIONS OF SERVICE

The cooperative will maintain a record of any interruption of service affecting its entire system or a major division thereof, including a statement of time, duration, extent and cause of the interruption.

#### **RULE 24. POLE IDENTIFICATION**

The cooperative will generally mark poles, posts, or other structures used for supporting electrical conductors with:

- the initials of its name, abbreviation of its name, corporate symbol, or other distinguishing mark by which the owner of each structure may be readily and definitely determined, and
- a number by which the location of each structure may be described.

The identification marks shall be made with pole tags, stamps, brands or other means as the cooperative may elect to use, and the characters of the marks shall be of such size and so spaced and maintained as to be easily read by one standing on the ground.

In the event another public utility jointly owns a structure with the cooperative, the distinguishing mark of each public utility may be placed thereon.

#### **RULE 25. LINE CONSTRUCTION AND MAINTENANCE**

In all cases not covered by specific statutes in effect, Part 2, "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines", and Part 3, "Safety Rules for the Installation and Maintenance of Underground Electric Supply and Communication Lines", of the 2008 edition of the National Electrical Safety Code as approved by the American National Standards Institute June 14, 2001, as ANSI Standard C2, are prescribed for overhead and underground construction practice commenced after the date of promulgation of this rule; provided, however, that if the NESC is revised and the Commission adopts the revised edition for purposes of 170 IAC 4-1-26, the revised edition shall thereafter also be applicable for purposes of this rule, if the Commission has not adopted the revised edition but the cooperative determines it should comply therewith, the cooperative may do so.

Member shall grant unimpeded access to cut, trim, remove or control the growth by chemical means, machinery or otherwise of trees, brush, shrubbery, or other similar vegetation within 20 feet on any side of Southeastern Indiana REMC Facilities that may interfere with or threaten to endanger the operations and maintenance of said line or system, including any control of the growth of other vegetation in the Easement Area which may incidentally and necessarily result from the means of control employed, and to cut down from time to time all dead, weak, or leaning trees.

#### **RULE 26. EXTENSION OF DISTRIBUTION SERVICE LINES**

##### **COOPERATIVE'S RESPONSIBILITY.**

In addition to its existing statutory responsibilities, the cooperative will, upon proper application for service and payment of the service initiation fee, have the authority and obligation (subject to the provisions of the Service Lines section below) to construct, own, operate and maintain the necessary electrical facilities for rendering service to the member's meter in the case of underground services, or weatherhead in the case of overhead services.

### EXTENSIONS.

The cooperative shall, upon proper applications and payment of the service initiation fee for service from overhead and/or underground distribution facilities, provide necessary facilities including special equipment (transformers and meters) for rendering adequate and sufficient service, without charge for the facilities, if the estimated total revenue for a period of two and one half (2 1/2) years to be realized by the cooperative from permanent and continuing members on the extension is at least equal to the estimated total cost of the extension. If the proposed permanent residential service extension exceeds one primary (greater than 600 volts) distribution line span or involves the furnishing of underground primary (greater than 600 volts) electrical facilities a supplemental "Agreement for Electric Service", the form of which shall be specified by the cooperative, shall be required to be executed between the cooperative and service extension applicant(s) to ensure adequate monthly revenue (for a two and one-half year period) is received by the cooperative to cover the full estimated cost of the service extension including the cost of any special equipment (meters, transformers, etc.).

### EXTENSIONS EXCEEDING COST LIMITATIONS.

If the estimated total cost of the service extension, including special equipment, required to furnish adequate and sufficient service is greater than the total estimated revenue from the extension during the first two and one-half years (thirty months) (as provided in the Extensions section), the extension shall be made by the cooperative under the following conditions:

- Upon proper application and payment of the service initiation fee for the service extension a supplemental "Agreement for Electric Service", the form of which shall be specified by the cooperative, shall be required to be executed between the cooperative and service extension applicant(s) to ensure adequate revenue (for a two and one-half year period) is received by the cooperative to cover the full estimated cost of the service extension including the cost of any special equipment (meters, transformers, etc.). The sum of the two and one-half year minimum monthly payments and any required up-front dollar payment to the cooperative shall equal the estimated cost of furnishing necessary and sufficient facilities.
- If the service applicant(s) requests (or requires) that the service extension be installed by the cooperative in a way or manner which is not the most economically feasible way or manner (pursuant to prudent engineering standards) to provide adequate and sufficient service, the service applicant(s) shall be required to pay up-front the dollar estimated cost difference between the most economically feasible extension and the estimated cost of any alternative service installation required or requested by the applicant(s). Such up-front dollar payment shall be received and accounted for by the cooperative as a nonrefundable aid to construction. Such amount shall be indicated and shown on the executed "Agreement for Electric Service".
- The cooperative may require the applicant to pay the full cost of the line extension if the cooperative estimates the cost of the extension and the prospective revenue to be received from it is so meager or undeterminable as to make it doubtful whether the revenue from the extension would ever pay a fair return on the investment involved in the extension, or (b) in a case of real estate development, with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive facilities investment (defined as estimated facilities investment by the cooperative exceeding \$25,000). (d) if a line extension is non-permanent or temporary in nature the applicant shall pay the full cost of installation and removal of electric facilities up front.

- For each member, exclusive of the initial applicant(s) considered in the making of an extension, connected to the extension within the period of six (6) years from the completion of the extension, the cooperative shall refund to the initial applicants, in proportion to their respective contributions toward the cost of the extension, an amount equal to two and one half (2 1/2) times the estimated annual revenue from such new member, less the cost, including special equipment, to service the new member. The total of all refunds to any initial applicant(s) shall never exceed the contribution of the applicant(s).

### INFORMATION.

All estimates of costs (as required in the Extensions section) shall be determined by the cooperative from actual experience.

In the event that the applicant is required (by the Extensions Exceeding Cost Limitations section) to make any payment, the cooperative will upon request make available to the applicant:

- The information used to establish the basis for the applicable amount; and
- The information used to establish the basis for the estimated total revenue for a period of two and one half (2½) years to be realized by the cooperative from permanent and continuing members on the extension as required by this rule.

### SERVICE LINES.

The initial applicants (in relation to the Extensions Exceeding Cost Limitations section) shall agree to pay their portion of the estimated costs for primary facilities.

For service (defined as the conductors and equipment for delivering energy, not to exceed 600 volts, from the electrical supply system to the wiring system of the premises served) the applicant shall not have the right to install cooperative-maintained service lines. The cooperative shall have no responsibility for service lines owned and installed by the applicant or member.

### CONTRACT FOR SERVICE.

The cooperative shall not be required to make an extension as provided in this rule unless the applicant(s) to be initially served by the extension upon its installation have entered into an "Agreement for Electric Service", the form of which shall be specified by the cooperative, with the cooperative setting forth the obligations and commitments of the parties. This may require the applicant(s) to provide a satisfactory guarantee to the cooperative of the performance of the applicant(s) obligations thereunder.

### VARIATIONS FROM RULE.

This rule shall not be construed as prohibiting the cooperative from making extensions without charge where the cost of the same is greater than (provided in the Extensions section); provided no discrimination is practiced between applicant(s) or members whose service requirements are similar.

### RULE 27. MEMBER MODIFICATION REQUESTS; LIABILITY FOR COSTS

If a member requests for his/her convenience or by his/her actions requires that cooperative's utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the cooperative may require the member

to pay the full cost of the work in advance of performing the service and execute a memorandum of understanding (or letter of agreement) specifying the responsibilities of the respective parties.

### RULE 28. RATE SCHEDULES, RULES, AND REGULATIONS

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 cooperative shall be maintained in the office of the cooperative in Osgood, Indiana, and shall be made available at no cost to members, upon request, affected thereby.

### RULE 29. MEMBERSHIP DEBTS TO THE COOPERATIVE

If the cooperative is required to initiate legal proceedings to collect money owed to it by a member, the member shall be required to pay the cooperative's reasonable attorney fees.

### RULE 30. SAVING CLAUSE

The adoption of these service rules and regulations shall in no way preclude the cooperative from altering or amending the same, in whole or in part, as deemed appropriate from time to time.