

BIG SANDY RURAL ELECTRIC COOPERATIVE CORPORATION

Schedule of Rules and Regulations

Applicable to all Classes of Service

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1. Application for Service:

All members shall be required to execute a membership application which becomes an agreement for service.

The membership fee shall be (\$10.00) dollars, upon the payment of which a member shall be eligible for one service connection. A service connection fee of \$10.00 dollars shall be charged for each additional service connection.

Membership fees will be refunded when the member requests such refund only upon the following conditions:

1. Service has been terminated.
2. All accounts with the member have been settled by the payment thereof.
3. Surrender of the membership certificate issued by the Cooperative to the member or a sworn statement that the certificate is not in existence and that no further claim be made upon the Cooperative for payment of the refund.

(See attached Membership Application)

Qualifications and Obligations: The subscribers to the Articles of Incorporation of the Cooperative shall be members of the Cooperative. In addition to such subscribers to the Articles of Incorporation any person, firm, association, corporation, business trust, partnership or body politic may become a member in the Cooperative by: (A) Paying in full the membership fee specified in section 2 of this Article 1; (B) Agreeing to purchase from the Cooperative the amount of electric energy hereinafter in Section 3 of the Article specified; and (C) Agreeing to comply with and be bound by the Articles of Incorporation and by-laws of the Cooperative and any amendments thereto and by such rules and regulations as may from time to time be adopted by the Board of Directors of the Cooperative; provided however that no person, firm, association, corporation, business trust, partnership or body politic, except the subscribers to the Articles of Incorporation of the Cooperative or any person, firm, association, corporation, business trust, partnership or body politic accepted for membership by the members at any meeting thereof, shall become a member in the Cooperative unless and until he or it has been accepted for membership by the affirmative vote of a majority of the members of the Board of Directors of the Cooperative.

(See copy of By-laws attached)

2. Deposit:

A Deposit or suitable guarantee may be required of any consumer before electric service is supplied. Upon termination of service, deposit may be applied by Cooperative against unpaid bills of consumer, and if any balance remains after such application is made, said balance shall be refunded to customer.

The Cooperative shall refund any membership fee upon request of the member if the books of the Cooperative shows that the fee has been paid in full and has not been previously refunded. However, upon request for withdrawal of membership, the account of the members shall be settled and closed at the time of the removal of the meter or at the time of the meter reading, and the membership fee may be applied to the payment of this final bill. Any amount remaining will be refunded to the member. To receive the refund of the membership deposit the member shall surrender his membership certificate to the Cooperative. In the case of the loss of, or destruction of, the membership certificate the member shall sign an affidavit so stating and the membership fee will then be refunded.

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In case of death of a member, the heirs to the estate shall receive the benefit of the membership. When a person has heired the home that a deseased member has occupied, then that heir may surrender the certificate to the Cooperative and have the refund paid to him, providing that sufficent proof is submitted designating that heir as being the person to receive such refund.

3. Point of Delivery:

The point of delivery is the point, as designated by Cooperative, on consumer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer.

The Cooperative will not install electric meters on inside locations. All meter centers shall be located or spotted by a duly authorized representative of the Cooperative.

The Cooperative will spot a meter center at the request of a member or consumer, but will not move the meter center. The member or consumer's wireman will move the meter socket, service entrance and service wire. The Cooperative will then re-connect their service and re-set the meter at the new location without cost to the member or consumer.

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4. Consumer's Wiring - Standards:

All wiring of consumer must conform to the requirements of the National Electric Safety Code and the National Electric Code.

5. Inspections:

The Cooperative shall have the right, but shall not be obligated, to inspect any installation before electricity is supplied, or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Cooperative's standards, but such inspection or failure to inspect or reject shall not render Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Cooperative's rules or from accidents which may occur upon consumer's premises.

An Inspection fee of \$2.50 shall be collected from the consumer on all inspections.

If the prospective member so desires, the wiring job which he has contracted for with an independent contractor or otherwise, may be inspected by one of our wiring inspectors. The fee for such inspection shall be \$2.50 payable at the Cooperative Office prior to such inspection ordered.

In the event that the prospective member does not want to pay the inspection fee, but is certain that his wiring is satisfactory, the Cooperative personnel shall make a service entrance inspection without charge to the consumer as to the adequacy of his entrance and switch box only. If the Cooperative inspector accepts the entrance as satisfactory, he will connect the house without an inspection being made of the entire building.

6. Underground Service Lines:

Consumer desiring underground service lines from Cooperative's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Cooperative upon request.

7. Consumer's Responsibility for Cooperative's Property:

All meters, service connections, and other equipment furnished by Cooperative, shall be, and shall remain, the property of the Cooperative. Consumer shall provide a space for and exercise proper care, to protect the property of the Cooperative on its premises and in the event of loss or damage to Cooperative's property, arising from neglect of consumer to care for same, the cost of necessary repairs or replacements shall be paid by consumer.

8. Right of Access:

Cooperative's identified employees shall have access to consumer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Cooperative.

9. Billing:

Farm and Home and Small Commercial

1. The Cooperative follows the procedure of self-billing by the consumer. The consumer must read his meter on the 20th of each month. Bills are to be paid by the 1st of the following month. They are delinquent if paid after the first of the following month. If not paid by the 10th of the following month a notice of delinquency is mailed. If not paid by the 13th the service is disconnected. If a trip is made to collect or disconnect, a service charge of \$2.50 is made to the consumer.

2. Industrial Loads

Industrial load meters and school meters are read by the Cooperative personnel on or about the 20th of each month. Bills are mailed to the consumer immediately after the 20th. The same procedure is followed in regard to collection as in the case of farm and home accounts.

3. If a consumer is connected between the 20th and the first of a certain month, his first bill will be due the 20th of the following month. If connected between the first and the 20th, the first bill is due the 20th of the following month.

4. When checks are accepted as payment of bills due the Cooperative and are returned unhonored for any reason, the consumer's account shall be handled as though no payment has been received until the check has been made good.

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5. Any service disconnected for any reason and requiring to be reconnected shall also pay \$2.50 for the reconnection fee.

The Cooperative will endeavor to collect all accounts that are delinquent and are disconnected. Such accounts will have to be paid before electric service will again be rendered to a member or consumer at this or any other location. The Manager shall prepare a list semi-annually of delinquent accounts and request that the Cooperative Attorney collect said accounts.

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6. All members or consumers must pay all bills (delinquent) owing the Cooperative regardless of the location at which the member or consumer moved from or location the member or consumer is moving to, before the Cooperative will again render electric service to the member or consumer or their family.
7. All bills are payable by mail or in person at the Cooperative Office or Offices, and the Cooperative shall furnish appropriate envelopes for such payment.

10. Discontinuance of Service by Cooperative:

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The Cooperative may refuse to connect or may discontinue service for the violation of any of its rules and regulations, or for violation of any of the provisions of the schedule of rates and charges, or of the application of consumer, or contract with consumer. Cooperative may discontinue service to consumer for theft of current or the appearance of current theft devices on the premises of consumer. The discontinuance of service by the Cooperative for any causes as stated in this rule does not release consumer from his obligation to Cooperative for payment of minimum bills as specified in application of consumer or contract with consumer.

The Cooperative will remove meters upon request of the member or consumer, and on failure by the member or consumer to pay their electric bill. If a consumer fails to reside at one location for a period of one month, the consumer will forfeit one month's minimum charge of \$1.50.

11. Reconnection Charge:

Whenever service has been discontinued by Cooperative a charge of \$2.50 reconnect fee may be collected by Cooperative before service is restored.

12. Termination of Contract by Customer:

Consumers who have fulfilled their contract terms and wish to discontinue service must give at least 3 days written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve consumer from any minimum or guaranteed payment under any contract or rate.

13. Service Charges for Temporary Service:

Consumers requiring service which is not of a permanent nature may be required to pay all costs for connection and disconnection incidental to the supplying and removing of service.

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14. Interruption of Service:

The Cooperative will use reasonable diligence to provide a regular and uninterrupted supply of current, but in case the supply of current should be interrupted for any cause, the Cooperative shall not be liable for damages resulting there from.

15. Voltage Fluctuations Caused by Customer:

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Cooperative's system. The Cooperative may require consumer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

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16. Additional Load:

The service connection, transformers, meters and equipment supplied by the Cooperative for each consumer has definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the Cooperative. Failure to give notice of additions or changes in load and to obtain Cooperative's consent for same shall render the consumer liable for any damage to any of Cooperative's lines or equipment caused by the additional load or changed installation.

The Cooperative shall not connect any electric heating installation which comprises the major source of heat unless;

Prior to the installation of electric heating facilities in either a residential or commercial building served by the Cooperative, the consumer shall give to the Cooperative not less than thirty (30) days notice of the intention to install such electric heat.

The plan and specifications for the installation of electric heat in either a residential or commercial building shall be submitted to the Cooperative for its approval prior to the installation of such electric heating equipment. The Cooperative shall make such recommendations with regard to the size of the electric heaters, location of the same, insulating material to be used in the building, and such other alterations or additions that may be deemed by the Cooperative necessary to make an efficient installation of electric heat. All installations of electric heating facilities shall be installed in accordance with the recommendations of the Cooperative.

At present no re-inspection shall be required, except in cases where the member or consumer has or is adding electrical heat as their major heating.

17. Standby and Resale:

All purchased electric service (Other than emergency or standby service) used on the premises of consumer shall be supplied exclusively by the Cooperative, and the consumer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

18. Notice of Trouble:

Consumers shall notify the Cooperative immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or

accidents, affecting the Supply of electricity. Such notice verbal, should be confirmed in writing.

19. Non-Standard Service:

If a consumer requires service at other than standard voltages, or necessitates closer voltage regulation than required by standard practice, the consumer shall pay the cost of any special installations necessary to meet his peculiar requirements for service.

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20. Meter Tests:

All new meters shall be checked for accuracy before installation. All meters in service shall be tested at least once in each seven year period. Any consumer's meter shall be tested upon request, by signing a form requesting that the test be made and inclosing \$2.50 deposit. After this test has been made and if the meter is found to be not more than two (2%) per cent slow or (2%) two per cent fast the Cooperative shall keep the \$2.50 deposit. If the meter is more than 8% fast or 2% slow an adjustment will be made to the consumer's bill for a period of ninety (90) days and no charge will be made for testing the meter.

Upon complaint relative to meter for anything other than that it is running too fast, and inspection will be made at no charge to the member or consumer.

21. Filing and Posting:

A copy of these Rules and Regulations, together with a copy of the Cooperative's schedule of rates and charges, shall be kept available for inspection at the offices of the Cooperative.

22. Scope:

This schedule of Rules and Regulations is a part of all contracts for receiving electric from the Cooperative, and applies to all service received from Cooperative, whether the service is based upon contract, agreement, signed application or otherwise.

23. Revisions:

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time as needed. Such changes, when effective, shall have the same force as the present rules and regulations.

24. Conflict:

In case of conflict between any provision of any rate schedule and the schedule of rules and regulations, the rate schedule shall apply.

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