



INDIAN ELECTRIC COOPERATIVE

PART I **Introduction**

101 PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service are designed to govern the supplying and taking of electric service in a manner which will provide each member with reliable and adequate power consistent with sound practices and safety procedures for the protection of the member and the Cooperative. These Terms & Conditions supersede and replace all previous rules and regulations for the supplying and taking of the Cooperative's electric service, including but not limited to, those rules and regulations incorporated into the Application for Membership and Contract for Electric Service.

102 APPLICATION OF TERMS AND CONDITIONS OF SERVICE

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

103 MODIFICATION OF TERMS AND CONDITIONS OF SERVICE

No agent, representative, or employee of the Cooperative has the authority to modify the Terms and Conditions as stated herein, but the Cooperative has the right to amend these Terms and Conditions or make additional Terms and Conditions as necessary, subject to approval by the Board of Trustees and any other body having the jurisdiction to do so.

104 DEFINITIONS

Wherever the following words or phrases are used in these Terms and Conditions of Service or the Cooperative's Standard Rate Schedules, the following definitions will apply:

Applicant – will mean any person, firm, corporation, or public body requesting electric service from the Cooperative.

Cooperative – will mean Indian Electric Cooperative, Inc.

Electric Plant – will mean any and all facilities, equipment and property owned or operated by the Cooperative for the delivery of electric service.



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Electric Service – will mean the maintenance by the Cooperative of an established voltage and frequency at the point of delivery to the member, whether or not any electric energy is actually used by the member.

Extension – will mean any branch from or continuation of the Cooperative’s existing distribution facilities to the point of delivery to the member, and will include any increases in capacity or revision of any existing facilities necessary to meet the member’s requirements, and will include all equipment or materials necessary to provide electric service.

Member – will mean any person, firm, or public body who has complied with the requirements for membership as provided in the Cooperative’s bylaws, and these Terms and Conditions of Service and is receiving electric service of any nature from the Cooperative. Where or when it becomes necessary for any reason to designate the particular party who is the member, the person who contracts for electric service, or in whose name it is received, will be considered the member.

Members’ Installation – will mean all wires and apparatus, except metering equipment installed and owned by the Cooperative, located on the member’s side of the point of delivery, whether such installation is owned or used by the member.

Service Agreement – will mean the member’s written Application for Membership and Contract for Electric Service which when accepted and approved by the Cooperative will become a valid contract, or any other written agreement or contract between the member and the Cooperative pursuant to which service is supplied and taken in the manner established for the applicable rate schedule and class of service, and will be for a minimum period of twelve (12) months unless otherwise specified.

Special Contract – will mean a written agreement or contract between the member and the Cooperative establishing a rate and/or condition of service that differs from those established for standard rate schedules and/or classes of service, and will be for a period of time specified in such agreement or contract, but not less than twelve (12) months.

105 **SOURCES OF AUTHORITY**

Rural Utilities Service

All rules and regulations governing and regulating the operations of rural electric Cooperatives adopted by the Rural Utilities Service (hereafter referred to as RUS) of the United States Department of Agriculture.



Federal and State Statutes

All federal and state statutes applying to the operations of rural electric Cooperatives, and electric service utilities as applied to rural electric Cooperatives.

Government Regulatory Agencies

All rules and regulations of other government regulatory agencies which govern the operations of rural electric Cooperatives, and electric utilities as well as other industries when applicable to rural electric Cooperatives, including but not limited to the Internal Revenue Service, Department of Energy, Occupational Safety and Health Administration, and the Federal Energy Regulatory Commission.

Indian Electric Cooperative, Inc.

1. The bylaws of Indian Electric Cooperative as approved and amended from time to time by the membership of the Cooperative.
2. The General Policies as adopted and amended from time to time by the Cooperative's Board of Trustees.

PART II
Membership

201 REQUIREMENTS FOR MEMBERSHIP

Any person, firm, corporation, or public body will become a member of the Cooperative upon receipt of electric service from the Cooperative, after having first:

1. Made written application for membership;
2. Agreed, as soon as electric service will be available, to purchase from the Cooperative electric energy as hereinafter specified;
3. Agreed to comply with and be bound by the Articles of Incorporation and the bylaws of the Cooperative and any amendments thereto, and such rules and regulations and Terms and Conditions of Service as may from time to time be adopted by the Board of Trustees of the Cooperative;
4. Paid the membership fee as specified in Schedule 1 of the Cooperative and amendments thereto.

No person, firm, corporation, or public body will hold more than one (1) membership in the Cooperative, and that no membership will be transferable.



202 OTHER CONDITIONS OF MEMBERSHIP

Applicant will grant and furnish, or obtain for the Cooperative, its successors and assigns, a valid right-of-way easement, without cost to the Cooperative, and all other permits necessary to give the Cooperative or its agents current and future access to property specified in the service agreement for the purpose of construction, maintenance, operation or relocation of Cooperative's electric system, and/or lines of telephone and telegraph, or other signal or communication circuits whether owned by the Cooperative or otherwise in order to provide a reliable electric system for the benefit of the Applicant and/or other Cooperative members. Applicant agrees that the Cooperative, in the course of constructing, maintaining, operating, and relocating its system, shall have the right to clear the easement of all brush, shrubs, and trees situated therein utilizing mechanical methods or herbicide treatments. Applicant will grant to the Cooperative's personnel and contractors access to Applicant's property for such purpose and for purposes of constructing, operating, maintaining, and relocating Cooperative's facilities, lines, poles and equipment and reading and inspecting meters on a monthly basis.

Applicants requesting service which requires construction on property not covered by utility easements granted to the Cooperative will, when required by the Cooperative to do so, obtain the necessary right-of-way easements and/or pay costs involved in the procurement of the right-of-way easements necessary to provide that service. Applicants may also be required by the Cooperative to secure all necessary easements from adjacent property owners upon whose land it may be necessary to locate lines or facilities in order to provide the requested service.

The Cooperative will not be required to furnish electric service to applicant until the Cooperative has received all necessary applications, membership fee and any security deposit(s) hereinafter prescribed, right-of-way easements or other permits, and any contributions-in-aid of construction necessary to construct facilities to provide service and has had reasonable time to schedule and complete any necessary construction.

203 WITHDRAWAL OR TERMINATION OF MEMBERSHIP

In case of withdrawal or termination of membership in accordance with the bylaws of the Cooperative, the Cooperative will repay to the member the amount of the membership fee paid provided, however, that the Cooperative first will deduct from the amount of the membership fee the amounts of any debts or obligations owed to the Cooperative by the member.

204 STATEMENT OF NONDISCRIMINATION

Indian Electric Cooperative, Inc. is the recipient of federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture. Indian Electric is subject to the provisions of Title VI of the Civil Right Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and the Rules and Regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis



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of race, color, national origin, age or disability, will be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to, discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's non-discrimination compliance efforts is the General Manager. Any individual or specific class of individuals who feels this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above, and/or file a written complaint with this organization to Indian Electric Cooperative, Inc., P.O. Box 49, Cleveland, OK 74020 or the Secretary, U.S. Department of Agriculture, Washington D.C., 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the event possible.

PART III **General Information**

301 APPLICATIONS FOR ELECTRIC SERVICE

Every member, before obtaining electric service, will make written application unless waived by the Cooperative, to the Cooperative for service at the rates applicable for the type of service to be furnished. The service agreement, when signed by the member and accepted and approved by the Cooperative will constitute a valid contract.

A single application for electric service may be made to apply to different premises or locations, owned or under the sole control of the same member, or to cover more than one (1) point of delivery at the same premises or location to be used by the same member.

Every application for electric service will be made in the true name of the member desiring the service, and proof of identity may be required by the Cooperative. In case of violation of this provision, the Cooperative may discontinue service at such location after notice as provided in these Terms & Conditions of Service.

The contract for service is not transferable by the member. A member no longer desiring service at the premises or location covered by the contract must notify the Cooperative of intent to discontinue such service in order to avoid liability for payment for subsequent use of electric service at such premises or location. When there is a new occupant of the premises or location, or a change in responsibility for payment of bills, a new application for electric service must be made before such service can be started or continued.

The applicant may be required to furnish, on applicant's property, all rights-of-way and permits required to enable the Cooperative to provide such service, except those for public space.

All contracts for service requiring new construction under the standard rate schedules of the Cooperative, except those that make a definite exception, are effective



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for minimum initial periods of sixty (60) months, and are automatically renewed upon each expiration date on a month to month basis unless cancelled by either party.

Except for residential members, the contract will, at the option of the Cooperative, cease and terminate and all bills for service previously furnished, immediately become due and payable without further notice in case any act of bankruptcy is made or committed by the member, or any petition, either voluntary or involuntary, is filed by or against the member in bankruptcy. Should such member fail to pay, when due and payable, any bill for electric service provided following such act, the Cooperative may discontinue service to such member in accordance with the provisions of the Terms & Conditions of Service.

302 FAILURE TO MAKE APPLICATION FOR ELECTRIC SERVICE

Any person who uses electric energy of the Cooperative without first having made application for service will be liable to the Cooperative for payment under the applicable rate schedule. Failure by the person to make payment and to make application for service when notified will result in discontinuance of electric service.

303 DENIAL OF SERVICE

The Cooperative reserves the right to refuse to provide electric service to an applicant or a member at any location from whom there remains owing an unpaid account for electric service previously supplied to the applicant or member.

The Cooperative also may refuse service to an applicant or member who uses an alias, trade name, business name, or the name of a relative or other person to escape payment of an unpaid account.

304 CRITERIA FOR REQUIREMENT OF SECURITY DEPOSITS

A security deposit for up to 1/6 of the estimated annual bill on an account can be required to cover payment of bills on additional or new services. The Cooperative reserves the right to adjust the amount of the deposit due to special circumstances. All commercial accounts will be required to maintain a security deposit.

Requirement of a security deposit can be determined by an outside credit scoring service as selected by the Cooperative.

A security deposit will not be required from present IEC residential members who have received electrical service from IEC for twelve (12) consecutive months and service was not terminated for non-payment nor was payment late more than three (3) times. The twelve (12) month service period will be considered to be the most current twelve (12) month period before the application for service from IEC.

A present member may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent in three (3) out of the last twelve (12) billing periods or if the members has had service disconnected during the last twelve (12) months.



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The Cooperative will pay interest on the security deposit at a rate established annually by the Cooperative.

The Cooperative may refund the deposit for a residential service with any interest that has accrued after a twenty-four (24) month satisfactory payment record has been established.

305 APPLICATION OF RATES

The Cooperative's standard rate schedules state the conditions under which each is available for electric service.

Rates are normally established on a twelve (12) months basis, except as otherwise specified in the provisions of an applicable rate schedule or written contract. The member's service may not change to another rate within a twelve (12) month period, or such other period as may be provided in a written contract, unless in the opinion of the Cooperative, there is a substantial change in the character or conditions of the member's service.

306 EXCLUSIVE USE OF COOPERATIVE'S ELECTRIC SERVICE

The standard electric rate schedules are based on exclusive use of Cooperative's electric service, and except in cases where the member has a special contract with the Cooperative for breakdown, standby, auxiliary or supplemental service, no electric energy from another source will be used by the member on the same installation in conjunction with the Cooperative's service.

The foregoing will not prohibit the installation of emergency generating equipment by a member. Such emergency generating equipment will not be connected or operated at any time in parallel with the Cooperative's system.

307 RESALE OF ELECTRICITY

A member will not sell the electricity purchased from the Cooperative to any other agency, company or person unless the contract under which the service is made available specifically provides for resale.

308 TEMPORARY DISCONNECTS

When a member requests a service be disconnected, and the same member has the service reconnected within twelve (12) months, it will be termed a "temporary disconnect" and a reconnect charge as set forth in Schedule 1 will be paid to the Cooperative at the time the member requests the reconnect. This will not prohibit any service not in use from being removed by the Cooperative.

309 SERVICE STANDARDS

Residential



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Members served under the Residential Rate Schedule will be furnished single-phase, 240/120V.

Commercial

Members served under the commercial rate schedule will be furnished either single-phase or three-phase service as required by the member, subject to the following provisions:

1. **Single-Phase Service**

Single-phase service will be available for single-phase motors with individual capacities of ten (10) horsepower or less. Single-phase service may, at the Cooperative's option, be made available for motors over ten (10) horsepower each.

2. **Three-Phase Service**

Three-phase service will be available for three-phase motors with a total capacity of ten (10) horsepower or more; however, if a commercial member requires three-phase service for motors with a total capacity of less than ten (10) horsepower at a place where three-phase secondary service is available at or near the location, the Cooperative may opt to permit connection of these motors. When three-phase service is furnished, the member will arrange his/her wiring so that all single-phase and three-phase service can be taken through one meter.

3. **Extension of Service**

The taking of single-phase or three-phase service will be subject to the provisions the Cooperative's Standard Extension Policy (PART VI).

310 **FRAUDULENT USE OF ELECTRICITY**

If the fraudulent use of electricity or an attempt of fraudulent use of electricity (tampering with metering equipment, breakage of meter seals/locks, jumpering of metering equipment or service wiring) is discovered, the Cooperative has the right to discontinue service immediately. Service will not be resumed until the member has paid all bills, including those for energy consumed fraudulently, any damage to the meter or equipment, a service charge as described in Schedule 1 for disconnecting and reconnecting the service, and a tampering fee as stated in Schedule 1, or until the Cooperative is satisfied that the member had no connection with or knowledge of the fraudulence.

311 **METER READING**

Each member will provide, at all reasonable times, to the Cooperative's personnel or other designated independent contractors access to the Cooperative's meter for the purpose of reading and/or inspecting equipment.



312 BILLING

All bills for electric service are payable not later than twenty (20) days from the mailing date of the bill. A forfeiture of discount as specified in Schedule 1 will be added to bills not paid on or before the due date.

The Cooperative will mail to the member, at the address on the application for service or change of address order, a bill for electricity delivered. The Cooperative reserves the right to adopt other methods of delivering bills. It is the duty of the member to keep the Cooperative advised of the member's current mailing address. Failure to receive a bill in no way exempts a member from payment for service.

All bills are payable at an office of the Cooperative, or at an authorized Cooperative payment agent. Payments made at the authorized payment agent will not be posted to the member's account until the following business day.

When a member requests discontinuance of service, all amounts owed the Cooperative will become due and payable. Such amounts will be processed and billed within one (1) month from the request for discontinuance of service.

All bills submitted for payment become delinquent if not paid on or before the due date as stated on the face of the bills. A delay in receipt of payment of a bill by the Cooperative beyond the due date will result in a forfeiture of discount as stated in Schedule 1.

A fee as described in Schedule 1 will be made against the member's account for each returned item returned unpaid to the Cooperative. The Cooperative may refuse to accept a check for any payment due the Cooperative from a member who has tendered one (1) or more bad or returned items to the Cooperative during the previous twelve (12) months.

313 DISCONTINUANCE OF ELECTRIC SERVICE

Upon the request of the member, an account will be disconnected within a period of five (5) working days.

The provisions of any written contract between the Cooperative and a member as to notice of termination of service will supersede this regulation.

The Cooperative may discontinue service to a member after written notice for the following reasons:

1. For non-payment of any bill for electric service rendered by the Cooperative.
2. For failure or refusal of the member to provide the Cooperative safe access at all reasonable times to its equipment or property located on the premises or property of the member.
3. For violation or non-compliance with any applicable federal, state, municipal or other local laws, rules or regulations.
4. For violation of or non-compliance with any provisions of the Cooperative's standard rate schedules, special contracts, or these Terms and Conditions of Service.



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5. For failure of the member to make application for electric service, or for failure to make application for electric service in the true name of the member.

The Cooperative may discontinue electric service to a member without advance notice for the following reasons:

1. When fraudulent use of electricity is detected.
2. When the Cooperative's regulating or metering equipment or other property has been tampered.
3. When a defective or dangerous condition is found to exist in wiring or equipment on the member's premises or location.

The Cooperative will not discontinue electric service for non-payment between the hours of 4:00 p.m. and 7:30 a.m., or after 12:00 noon on Friday, or on a legal holiday.

314 RESTORATION OF SERVICE

When electric service has been discontinued in accordance with any provisions of these Terms & Conditions, the member will pay in full all amounts owed the Cooperative and will have remedied any conditions for which electric service was discontinued before service will be restored. Service will then be restored as soon as practicable but no later than 4:00 p.m.

315 SERVICE CHARGES

When the Cooperative incurs additional expense in maintaining a member's account for reasons beyond normal delivery of service, the Cooperative may apply service charges as stated in Schedule 1.

316 NEW CONNECTIONS AND DISCONNECTIONS

All new service connects or discontinuance of service will be made during normal working hours.

317 REPLACING OR REPAIRING DAMAGED PROPERTY

When it is necessary for the Cooperative to make a special trip to a member's location for the purpose of repairing or replacing damaged or missing property of the Cooperative, the cost of labor and materials to repair the damage and the damage property charge as stated in Schedule 1 will be invoiced separately to the member.



318 RELOCATION OF FACILITIES

When the Cooperative relocates existing facilities at the request of the member, the member will grant or obtain all valid right-of-way easement(s) without cost to the Cooperative and will pay all costs involved in the relocation of the facilities.

319 TESTING OF METERS

At the request of a member, the Cooperative will test any member's meter within a reasonable time as is feasible, excluding Saturdays, Sundays, and holidays, to determine the accuracy of the meter serving the member.

1. A fee as stated in Schedule 1 will be required from the member for a meter test.
2. The meter testing fee will be refunded to the member if the meter is found to have an average error of more than two percent (2%) fast when tested.
3. The member may be present when the Cooperative or its agent conducts the meter test.
4. A printed report of the test will be supplied to the member upon request.

320 ADJUSTMENT OF BILLS FOR METER ERROR

a. Fast Meters

Whenever a meter tested by the Cooperative or its agent is found to have an average error of more than two percent (2%) fast (or in favor of the Cooperative), the Cooperative will refund the member the overcharge based upon the corrected meter reading for a period equal to one-half (1/2) the time elapsed since the last previous test, but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the overcharge will be computed from that date.

b. Slow Meters

Whenever any meter tested by the Cooperative or its agent is found to have an average error of more than two percent (2%) slow (or in favor of the member), the Cooperative may charge for the electricity consumed, but not included in charges previously rendered, based upon the corrected meter reading for a period equal to one-half (1/2) of the time elapsed since the last previous test, but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the undercharge will be computed from that date.

c. Non-Registering Meter

If a meter is found not to register or to register intermittently for any period, the Cooperative may charge for an estimated amount of electricity used,



which will be calculated by averaging the amounts registered over corresponding period in previous years, or in the absence of such information, over similar periods of known accurate measurement preceding or subsequent thereto.

d. Incorrect Register, Connection of Meter, or Multiplier on Meter

If a meter is found to have an incorrect register, connection, multiplier, or constant, the error will be corrected. Where the error is adverse to the member, the Cooperative will refund the excess charged for the amount of electricity incorrectly metered over the period of time the meter was used in billing the member. Where the error is adverse to the Cooperative, the Cooperative may charge the member the undercharge for the amount of electricity incorrectly metered for the period of time the meter was used in billing the member, and if necessary, the Cooperative may receive payment in installments over a reasonable period of time.

321 ACCESS TO MEMBER'S PROPERTY

The member will give the Cooperative and its authorized agents permission to enter the member's premises at all reasonable and necessary times for any purpose incidental to the supplying of electrical service, including, but not limited to the construction, maintenance and removal of lines; installation, maintenance or removal of equipment; connection or disconnection of service; meter reading or testing; and tree, brush and shrub trimming and removal, including the use of mechanical methods and/or herbicide treatments. Refusal or failure on the part of the member to provide reasonable access for such purposes will be deemed to be sufficient cause for discontinuance of service.

322 MEMBER'S RESPONSIBILITY FOR COOPERATIVE PROPERTY

The member will be responsible for all damage to or loss of the Cooperative's property located upon the member's premises unless the damages or losses were beyond the control of the member, and for all damage to or loss of Cooperative property when the loss is the result of defective conditions in the member's wiring or equipment, or the lack of adequate protective devices. No member will permit anyone who is not an agent of the Cooperative to remove or tamper with Cooperative equipment or property.

323 PROVIDING CLEARANCE FOR STRUCTURE AND EQUIPMENT MOVING

Where a structure or equipment is to be moved along roadways over which the Cooperative has electric lines, the owner of such building or structure, or the owner's duly authorized agent, must, at least two (2) normal working days in advance of such



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move, advise the Cooperative of the move, the exact route to be followed, and the timing of the move.

A payment in an amount sufficient to cover the Cooperative's cost of providing for clearance of all wires, structures or equipment to be affected by the move will be made prior to the start of such a move.

In no case will anyone other than authorized employees or agents of the Cooperative move, remove, cut, raise, or in any other way handle lines, equipment or structures of the Cooperative in connection with such a move.

324 CONTINUITY OF SERVICE

The Cooperative will be diligent in supplying reliable and continuous service at the point of delivery, but will not be liable for any damages caused by irregularities or interruptions. The Cooperative may, without further notice, discontinue service to any member when a defective condition of wiring or equipment on the premises of the member results, or is likely to result, in danger to life or property or interference with proper service.

In order to make repairs to or changes in the Cooperative's facilities for supplying electric service, the Cooperative reserves the right, without incurring any liability, to suspend service, without notice to the member, for reasonable periods of time.

325 NORMAL WORKING HOURS AND DAYS

Normal working hours as used in these Terms and Conditions of Service will be from 7:30 a.m. to 4:00 p.m. of normal working days, which will be Monday through Friday of each week, excluding legal holidays recognized by the Cooperative.

326 PREPAID ELECTRIC SERVICE

Prepaid electric service will be available to only (RS -1) Residential Service and (GS - 1) General Service locations. A member must complete and sign a Prepaid Service Agreement that outlines the service and demonstrates the member understands the terms and condition of service for prepaid electric service.

A security deposit plus interest being held by IEC will first be applied to any past due balance on the member account then applied as a credit to the member's prepaid electric account. No refund of deposit will result from the member applying for a prepaid electric account. A prepaid electric service account will require a minimum credit balance of \$25.00.

The member's account must be paid in full when participation commences or have a debt recovery agreement in place with up to 50% of all payments being applied to the debt amount.

No paper bill will be received by a member with a prepaid electric service



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account. A bill will be calculated each month in the usual manner using the applicable rate and the adjustments will be made for the current month's use. It is the responsibility of the member to monitor the status of the account to maintain electric service.

Prepaid electric service accounts will not be subject to Indian Electric Cooperative's notice of disconnection as described in Section 313 DISCONTINUANCE OF ELECTRIC SERVICE in the Terms and Conditions of Service. Energy use, along with account charges and credits can be viewed at IEC's website www.iecok.com. Notices of account activity and disconnection will be delivered to members by e-mail or IVR. Delivery method will be chosen by the member and it will be the responsibility of the member to keep the delivery method current.

For new accounts or accounts that are to be reconnected after disconnection, a minimum of twenty-five (\$25.00) prepayment is required to activate the account. Payments may be made at either the Cleveland or Fairfax office or on the IEC website at www.iecok.com.

Should IEC personnel be required to be dispatched to the member's location to activate service after it was disconnected for a zero (\$0) balance on the prepaid electric account, the applicable trip charge will be collected, please refer to Schedule 1.

Energy assistance or funds paid on the behalf of others will be applied to the prepaid electric service account once payment is received. Pledges will not be accepted to maintain service.

If a returned check or chargeback is received on the prepaid electric service account, the amount of the returned item and the applicable fee will be charged to the member's account immediately. If this causes the credit on the account to be exhausted, service will be disconnected within 24 hours. The Cooperative has the right to decline payment by check if member meets the provisions set forth in the Terms and Conditions of Service Section 312.

Electric Service will be subject to immediate disconnection if at any time the prepaid account does not have a credit balance. Prepaid electric service accounts are not eligible for payment arrangements or Average Monthly Plan.

If at any time a member with a prepaid electric service account wants to convert the account to a regularly billed account, a deposit will be required as described in the Indian Electric Terms and Conditions of Service Section 304 CRITERIA FOR REQUIREMENT OF SECURITY DEPOSIT.

If a prepaid electric service account is disconnected and does not become active after fourteen (14) days, the account will be considered inactive and IEC will mail a final bill to the last known address on file.

PART IV **Electric Service Regulations**



401 AVAILABILITY OF SERVICE:

The type of electric service which will be furnished the member will depend on the location, size, and type of load to be served. It is necessary that the member obtain from the Cooperative the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment. Also, the point of delivery on the member's premises must be determined by the Cooperative before the member's wiring installation is made.

402 POINT OF DELIVERY

The point of delivery of electric service will be the point at which the lines of the Cooperative connect to the lines of the member at the metering point. Location of the point of delivery will be designated by an authorized employee of the Cooperative. It will be the member's responsibility to provide a location for the point of delivery that provides reasonable access for construction and maintenance purposes, and allows for compliance with applicable electric codes.

Point of Delivery

The Cooperative will furnish and install a meter loop on the pole. No meter loop will be furnished to members who desire to have the meter installed on a house or other structure.

Overhead Take-Off

The point of delivery for overhead take-off will normally be at the top of the pole where the member's wiring is connected to the load side of the Cooperative's meter loop.

Underground Take-Off

The point of delivery for underground service will be on the load side of the meter socket.

Transformer Rated Metering Equipment

The point of delivery will be at the primary disconnects or transformer secondary bushings.

Point of Delivery is on a Building or Other Structure

The point of delivery will be the point at which the lines of the Cooperative connect to the lines of the member. This will normally be at the weatherhead or masthead on the service entrance, which contains the meter base on the building or other structure when overhead construction is used. When underground construction is used, it will be at the load side



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of the meter base. The Cooperative will furnish the meter base whether an overhead or underground service installed.

403 MEMBER'S WIRING

All electric wiring and equipment installed on the member's side of the point of delivery will be at the member's expense and will be installed and maintained in accordance with the requirements of the National Electrical Code, the National Electrical Safety Code, and the Cooperative.

The Cooperative will not be responsible for any loss, injury, or damage, which may result from defects in electrical wiring or equipment on the member's premises.

The Cooperative may refuse to make a connection when it has cause to believe that any installation on the member's premises is unsafe.

404 METERS AND DISCONNECT DEVICES

General

The Cooperative will furnish and install necessary equipment and facilities to provide proper voltage and capacity to the point of delivery. Metering equipment type, capacity, and location will be determined by the Cooperative.

All meters, meter bases, and other associated metering equipment necessary to properly measure the electrical consumption of the member will be furnished and maintained by the Cooperative. The Cooperative will make all attachments and connections to the Cooperative facilities involving primary voltages because of the safety hazards involved.

No meter loop will be bypassed for any reason, including remodeling or replacement, without the approval of an authorized representative of the Cooperative.

The Cooperative will require a main circuit breaker or safety type fuse on the load side, and immediately adjacent to or within three (3) feet of the Cooperative's meter. The circuit breaker or safety type fuse will be provided and installed by and at the expense of the member prior to service being made available.

Outdoor Meter Installations

Outdoor meter installations are required for all installations.

Meter Seals

All Cooperative meters will be sealed. When it is necessary for a member to break or remove a seal, such member will contact the Cooperative for approval prior to breaking or removing the seal. When a meter seal is broken or removed without advance approval of the Cooperative, such action may be deemed evidence of fraudulent use of electricity. When it is necessary for the Cooperative to make a special trip to reseal a



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member's meter, when the seal was broken or removed without advance approval of the Cooperative, a service charge may be applied as specified in Schedule 1.

Ownership

All meters, meter bases, enclosures and other equipment furnished by the Cooperative will be maintained by the Cooperative and will remain its property.

405 NOTIFICATION OF INCREASED LOAD

If members have an increase in demand for electricity they must notify the Cooperative so that its meter and other equipment may be increased to provide for the additional load. If members fail to notify the Cooperative they will be held responsible for any damage to the meter or other equipment of the Cooperative caused by the increased load.

406 POWER GENERATION

All matters relating to expense, installation, maintenance and operation of any power generating installation at and/or beyond the point where the Customer's facilities contact the cooperative's facilities shall be governed by the Cooperative's DISTRIBUTED GENERATION PROCEDURES AND GUIDELINES MANUAL FOR MEMBERS. This includes the interconnection and parallel operation of all qualifying power generating installations having a design capacity of 100 kilowatts or less as well as electric utility service to such generating installations.

PART V

Quality of Electric Service

501 SERVICE DESIGN

The Cooperative will design its service facilities to meet the requirements of the member in accordance with accepted RUS and industry design practices, applicable codes and standards, and the Cooperative's Terms and Conditions of Service.

502 POWER QUALITY

In the event that any member operates or connects any electrical device to his/her electric system which causes an interference, noise, distortions of the 60 Hz sine wave, or



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other disturbance on the system of the Cooperative which results in a disruption, disturbance, or interference to the Cooperative, its members, or a communication company or its members, the Cooperative may:

- a. Require the member causing the problem to take corrective measures by installing suitable or special equipment necessary to eliminate or reasonably limit such adverse effect.
- b. Install, at the member's expense, equipment specifically designed to reasonably limit such adverse effect.

The member causing the problem will bear all expenses necessary to eliminate the adverse conditions or be subject to a discontinuance of service after written notice so that other members are not deprived of the quality of service provided prior to the existence of the problem. Where the Cooperative believes the condition creates a hazard to the public, the Cooperative, or the member's property, the disconnection may be made without prior notice.

PART VI **Standard Extension Policy**

601 GENERAL

The Cooperative's Standard Extension Policy is one (1) part of the Cooperative's general body of rules and regulations governing the furnishing of service to its members and customers.

The application of the Standard Extension Policy to the various situations and types of customers is outlined herein. This supersedes all previously issued directives concerning the extension of service to customers.

602 PERMANENT OVERHEAD LINE EXTENSION

a. Residential

The Cooperative will build to permanent farmsteads and residences with a standard construction allowance as described in Schedule 1 contributed by the cooperative. The customer shall be responsible for all construction costs in excess of the allowable amount.

For residential service the property must have a permanent water supply under pressure and a health department approved sewage disposal in place before any line is constructed. If a customer desires service before the sewer and water are in place, the service will be treated as a temporary service and applicable up and down charges as described in section 604 will apply.



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b. Service to Loads Up to 450 kW

The Cooperative will provide a construction allowance as described in Schedule 1. The customer shall be responsible for all costs of line extension exceeding the construction allowance amount. All specifications, including right-of-way and distances involved will be determined by the Cooperative. Calculation of costs is based on an actual previous cost determination. Ownership of the line will remain with the Cooperative and the right to connect others is in no way waived.

c. Loads Greater than 450 kW

Extensions for loads greater than 450 kW will be addressed on a case by case basis.

d. Low Usage Loads

Service to loads requiring up to ten (10) KVA capacity will be served by the Cooperative with an extension of its overhead lines with a standard construction allowance as described in Schedule 1 contributed by the cooperative.

The customer will be responsible for all costs of line extension exceeding the construction allowance as described in Schedule 1. All specifications, including right-of-way, and distances involved will be determined by the Cooperative. Calculation of costs will be based on actual previous cost determinations. No construction will begin until all required documentation is received and all fees are paid including any contributions-in-aid of construction required. Ownership of the line will remain with the Cooperative and the right to connect others is in no way waived.

The customer will provide accessible entrance to the property.

603

PROVISION OF RIGHT-OF-WAY AND EASEMENTS

The owner of any property to be served must provide the Cooperative, without cost to the Cooperative, any and all necessary access permission and right-of-way easements for line construction on property, or intervening properties, so there is no question concerning the Cooperative's rights thereto.

Easements must be fifty (50) feet in width and cover the total distance of the line extension. All trees and underbrush, along with any over-hanging limbs must be removed from the right-of-way.

By mutual agreement, the customer may agree to clear the right-of-way required for the new construction. Any right-of-way clearing performed by the customer will be at their cost and must meet Cooperative specifications.

Where unusual fixed obstructions are encountered, or where it is necessary to purchase right-of-way easements in getting from the Cooperative's existing distribution system to the owners property line, the property owner will be responsible for payment of any costs.

604

TEMPORARY SERVICE



All costs for construction of temporary services will be paid by the customer. Costs will include estimated up and down construction costs and any unsalvageable construction materials. Costs must be paid before the service will be constructed.

605 EXTENSIONS IN REAL ESTATE SUBDIVISIONS OR DEVELOPMENTS AND MOBILE HOME PARKS

When a developer requests an extension of the Cooperative's overhead distribution lines to a prospective real estate subdivision or development, mobile home park with five (5) or more contiguous lots, acreages or mobile home spaces, the Cooperative will provide a standard construction allowance as described in Schedule 1 contributed by the Cooperative. Any additional construction costs exceeding the construction allowance will be paid by the developer before construction begins. Calculation of costs is based on an actual previous cost determination.

606 UNDERGROUND ELECTRIC SERVICE

At the request of the customer, the Cooperative may elect to install an underground electrical distribution system. When such service is requested and is technically feasible, the Cooperative will design the system to meet the requirements for the installation. A construction allowance, as specified in Schedule 1, will be contributed to underground extensions. All costs in excess of the construction allowance will be paid by the customer.

All trenching, sanding and back-filling will be the responsibility of the customer. All underground conductors will be installed in conduit as to the Cooperative specifications. The customer is responsible for the cost and installation of the conduit.

The property owner will, at his expense, provide and install required transformer vault(s) or transformer pad(s) as to the Cooperatives specifications and at locations specified by the Cooperative. In no case should the property owner, developer or other person enclose or permit to be enclosed the transformer location so as to impair ventilation to the transformer or to restrict access by Cooperative personnel or equipment necessary for maintenance or replacement of the Cooperative's equipment.

In any case where an obstruction has been installed after the initial installation of underground facilities, and maintenance requires access to a conductor under the obstruction, the property owner will:

1. Permit the Cooperative access to the premises as needed.
2. Remove or relocate such obstruction.
3. Pay all costs of repairs to underground facilities if the damage was the result of the property owner's negligence.

607 INSTALLATION OF METERING EQUIPMENT

Where metering equipment is to be installed on a home or other structure, the property owner, at his expense, will furnish and have installed all necessary service entrance facilities. The Cooperative will provide the meter base for installation by the



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property owner as to the Cooperative's specifications and at a location on the home or structure as designated by the Cooperative.

All service raceways and attachments to the home or structure will be the responsibility of the customer. Any future damage to these facilities will be repaired at the property owner's expense. The Cooperative is in no way responsible for damages to the home or structure.

608 NON-USE OF ELECTRIC SERVICE

If electric service to a member is not being used, the Cooperative may notify the owner in writing that if the service is not used the electric service will be subject to removal. At the convenience of the Cooperative, the service will be retired. Idle services may be left in place upon annual payment of a retention fee as described in Schedule 1.

If the service is requested to be rebuilt while the owner who was so notified still owns interest in the property, a payment to cover the labor cost of retiring and rebuilding the service will be required before the service is rebuilt.



SCHEDULE 1

Membership.....	\$15.00
Temporary Disconnect Fee	\$50.00
Tampering Fees	
First Offense.....	\$300.00
Second Offense	\$600.00
Third Offense	Loss of Service
Collection Fee.....	\$100.00
Forfeiture of Discount	1½% per month
Returned Item Charge	\$25.00
Damaged Property	\$100.00
Meter Testing	\$100.00
Broken Seals.....	\$50.00
Special Trip Charge	
Normal Hours.....	\$100.00
After Hours	\$200.00
Retention Fee.....	\$180.00 Annually
Construction Allowance	
Residential.....	\$1,500.00
Service Loads up to 450 kW	\$1,500.00
Low Usage Loads.....	\$500.00
Development Extensions	\$1,500.00
Underground Extension	\$1,500.00