Broad River
ELECTRIC COOPERATIVE, INC
Your Touchstone Energy® Partner

SERVICE RULES & REGULATIONS

These Service Rules and Regulations are approved by the Board of Trustees to govern terms and conditions under which electric service is provided by Broad River Electric Cooperative, Inc. and shall be construed as supplementary to those provisions governing electric service pursuant to the Cooperative Bylaws.

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MEMBERSHIP AGREEMENT WITH MEMBER-OWNER

These Service Rules and Regulations, as part of the Service Agreement between Broad River Electric Cooperative and the Member, govern the supply and receiving of electric service. Membership is available to all persons within the service area of the Cooperative on a non-discriminatory basis as set forth in the Bylaws of the Cooperative. This agreement highlights the main points found in the Service Agreement and does not constitute a contract between the Cooperative and the Member.

As a Member of the Cooperative, you are both a consumer and an owner of the Cooperative. You have the right to vote to select the Cooperative's Trustees. The Board of Trustees sets policies that determine how the Cooperative operates.

We take great pride in providing you with quality service. Quality service is our most important product. We will endeavor to maintain at all times the quality service that you expect and deserve; however, we cannot guarantee continuous and uninterrupted service.

The general summary of your rights to service is as follows:

1. You have the right to electric service if you establish satisfactory credit and provide the Cooperative with necessary and reasonable access to your property for your electric service and that of neighboring property.
2. You have the right to establish your credit by meeting satisfactory credit requirements or making a cash deposit.
3. You have 15 days after the billing date shown on your electric bill to pay your electric bill. After 15 days, the bill will be considered past due, and a late charge will be added to your Account. Electric service to any residential customer for nonpayment of a bill will not be interrupted until twenty-five (25) days have elapsed from the date of billing.
4. The Cooperative will notify you with each month's bill the date for which the service is subject to disconnection. Accounts will be subject to disconnection without further notice. In the event you are unable to pay the bill, you may contact the Cooperative's office prior to the disconnection date to discuss possible payment arrangements. Failure to receive a bill shall not exempt the Member from payment of a bill or service charge.
5. You may have the right to special handling of your account should service become subject to disconnection for failure to pay your electric bill, if you complete a medical necessity form signed by a physician pursuant to the Cooperative's special needs policy.
6. The Cooperative will not disconnect electric service after 4:00 p.m. on a Friday, on a weekend or a legal holiday for non-payment (prepay accounts are excluded from this policy).
7. You have the right to have the Cooperative test your electric meter for accuracy and to have a report of the test results given to you. A fee will be charged for the testing for any meter and the fee will be refunded if the meter is found to be outside acceptable accuracy limits.
8. Upon application for service at Broad River Electric Cooperative, you will be given an information packet including, but not limited to, explanation of Cooperative principles, bylaws, rates, meter reading, reporting of power failure, and a statement of nondiscrimination. Broad River Electric Cooperative will send you upon request, without charge, a copy of your billing information for the past twelve months.

9. You may request and have installed by the Cooperative at your expense types of service that exceed what is normally supplied, provided that they meet the general conditions in the Service Rules and Regulations. If you need such services, please call us.
10. As a Member of this Cooperative, you will share in margins called Capital Credits, which are assigned in the Members' names. The refunding of Capital Credits is at the discretion of the Board of Trustees.

Office and Service Hours

The Cooperative maintains offices at 1036 Webber Road, Cowpens.

Each office is open for business between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday. The automated attendant is available 24 hours a day. Routine and regular service work is performed during these office hours, except that no routine or regular service work will be performed on Saturdays, Sundays and holidays. Service work for unusual conditions or circumstances may be arranged at other times upon request. Emergency service work is performed 24 hours a day, 7 days a week.

Office phone number is 1-866-687-2667.

STATEMENT OF NONDISCRMINATION

Broad River Electric Cooperative, Inc. is the recipient of federal assistance from the Rural Utilities Service, an agency of the US Department of Agriculture, and has filed with the federal government a Compliance Assurance in which it assures the Rural Utility Service that it will comply fully with all requirements of Title VI of the Civil Rights 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 United States Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall 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. Under this Assurance, this organization is committed not to discriminate against any person on the grounds of race, color, national origin, age, or handicap in its policies and practices relating to treatment of beneficiaries and participants including rates, conditions and extension of service, use of any of its facilities, attendance in and participation in any meetings of beneficiaries, and participants in the conduct of the operations of this organization.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is the President and CEO. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statues and regulations listed above and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, DC 20250; or the Administrator, Rural Utilities Services, Washington, DC 20250. Complaints must be filed 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

APPLICATION OF RULES AND REGULATIONS

These Rules and Regulations are applicable to all applicants for membership to obtain electric service with Broad River Electric Cooperative, Inc. The Cooperative will supply electric service to perspective Members under the standard form of application, service agreement or contract and based on the applicable rate schedule and these service regulations.

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by action of the Cooperative's Board of Trustees. Approved changes shall become effective immediately unless otherwise indicated and shall be posted on the Cooperative website.

DEFINITIONS

Applicant - A Member or prospective Member who has applied for service.

Area Coverage - The public policy of obligating the Cooperative to provide service, on a nondiscriminatory basis, to all persons and entities desiring electrical service within a service territory assigned to the Cooperative.

Billing Period - The time period between two successive, scheduled meter readings.

Board of Trustees – the Board of Trustees for Broad River Electric Cooperative, Inc. consists of nine Cooperative members who are elected by the membership at the annual meeting. Each Board member serves a three-year term. The Board of Trustees is invested with such powers as provided for by the Bylaws of the Cooperative. The Board of Trustees meets at least once a month, and more often if required, to conduct business.

Capital Credits - The amounts of the Cooperative's net margins allocated to individual Members and returned on a periodic basis as determined by the Board of Trustees.

Cooperative - Broad River Electric Cooperative

Conservation - The practice of efficiently and effectively using electric generating and transmitting facilities while avoiding wasteful consumption of electrical energy.

Delinquent Bill - A bill for which payment is not received in the office by the close of business on the 15th day from the billing date. Electric service to any residential customer for nonpayment of a bill will not be interrupted until twenty-five (25) days have elapsed from the date of billing.

Electric Service - The Cooperative's legally imposed duty of supplying to an established point of delivery energy service in the form of an alternating current of frequency at nominal 60 cycles per second and of various nominal voltages.

Engineering Standards - Standards established by the Cooperative to define cost and the normal practices for construction, operation and maintenance of the electric system.

Foreign Electricity - Any electricity used by the Member that is obtained from a source other than the Cooperative. This includes, but is not limited to, power obtained from other power suppliers and customer-owned generators.

Member - Any person or legal entity who has applied for and been accepted into membership of the Cooperative for the purpose of receiving electric service.

Member in Good Standing - Any Member who has fulfilled all obligations of the Member for any and all accounts under the Member's name and who, within the previous twenty-four months has had 1) no delinquent billings, 2) no involuntary disconnections, 3) no returned checks, or 4) no violation of meter tampering.

Meter Tampering - Diversion of power or the unauthorized alteration or manipulation of the Cooperative's meter, wires, seals, or other apparatus in such a way as to prevent the meter from recording under seal the amount of electric service supplied to the Member. (This is a misdemeanor under law and subject to penalty and affects the status of Member in good standing.)

Permanent - Buildings which have permanent foundations and permanent water and sewer facilities.

Point of Delivery - The normal Point of Delivery shall be the outside wall at the end of the building nearest the Cooperative's facilities or the side nearest the Cooperative's facilities for underground service. The Point of Delivery is the point at which ownership of the electric service is transferred from the seller to the buyer. The Point of Delivery will be, unless otherwise specified, where the Cooperative's wiring system terminates in the delivery of electric service to the Member's wiring system. On overhead services the Point of Delivery will be the weather head, and on underground services the Point of Delivery will be the line side of the meter base; however, the Member may be required to provide and maintain certain facilities between the Cooperative's facilities and the meter.

Seasonal - Member, facilities or premises which are active, in use or inhabited on a part-time basis, or during only certain months of the year.

Service Agreement - The agreement between the Cooperative and Member consisting of the following:

- Application, signed by Member and Cooperative (with membership fee and security deposit, if required),
- Bylaws,
- All necessary right-of-way easements,
- Current applicable rate schedules and riders, and
- Current Service Rules and Regulations

Service Voltage - The voltage at the point where the electric systems of the supplier and the user are connected (Point of Delivery). The Service Voltage is usually measured at the service meter base or entrance switch and allowable variations are usually expressed on a 120-volt base.

Standard Service Connection - Unless otherwise stated or agreed by the Cooperative, the standard service connection will be single phase, 60 cycles per second electric service provided to the point of delivery at the Cooperative's standard supply voltages.

GENERAL SERVICE RULES AND REGULATIONS

100 ELECTRIC SERVICE AVAILABILITY

101 Application for Membership

The Service Agreement between The Cooperative and its Member will consist of the following:

- Membership Application, signed by Member and Cooperative (with membership fee and security deposit, if required),
- Bylaws,
- All necessary right-of-way easements,
- Current applicable rate schedule and riders, and
- Current Service Rules and Regulations

A supplemental written contract on a form provided by the Cooperative may be required from any applicant based upon service requirements.

The Cooperative's form of Application for Membership must be completed, signed and submitted, accompanied by a membership fee of $5.00. For Members applying for service, an identity/credit check will be performed to confirm identity and deposit requirements. Applications for joint membership require the signature of each individual. Neither the Membership nor the Service Agreement is transferable or assignable; however, capital credits may be transferred to the Cooperative. A non-refundable connection charge, as specified in the Schedule of Charges, will be required.

The Cooperative will perform a credit check to determine if a deposit is necessary.

When two or more rate schedules and/or riders are available, the Cooperative will assist in the selection, but it is the Member's right and responsibility to determine which to select. Refer to Appendix for descriptions of the available Rate Schedule and Riders.

102 Security Deposit

A. Residential Members

The Cooperative may charge a deposit if (1) the Member's credit records indicate one is required or (2) if the credit status of the Member cannot be determined.

B. Commercial Members

The Cooperative will charge a deposit. The maximum deposit will be equal to the two (2) highest consecutive months' billing based on the previous twelve (12) months or an estimated amount. A surety bond, bank issued irrevocable letter of credit, or certificate of deposit (naming the Cooperative as trustee) may be used in lieu of cash for the deposit.

A formal contract may be required for a commercial account.

C. Other

Members in this category will be considered on a case-by-case basis.

D. Exemptions of Deposits

A deposit may be waived if the Member's current service with the Cooperative is in good standing, or if the Member receives a satisfactory score from a credit bureau reporting system.

Residential

An acceptable credit record, from the most recent electrical supplier(s) for a minimum of one (1) year with a good payment record, may be used in lieu of a cash deposit. An acceptable credit record would not reflect any thirty (30) day arrears or any other adverse occurrences.

Other

Deposits for churches, schools, government agencies, etc. may have deposits waived due to their nature and type of ownership. The Cooperative reserves the right to require such deposit should the credit record be necessitated.

E. Increase in Deposits

The deposit amounts specified are considered as minimum and may be increased on any account based upon the credit history of the Member.

F. Deposits Due to Indebtedness

If a Member has had service with the Cooperative previously and has an old undisputed account which has not been paid, then the deposit shall be equal to the two (2) highest consecutive month's billings based on the previous twelve (12) months or estimated if less than twelve (12) months of service.

G. Deposit Refunds

Deposits are held as surety should a member fail to settle his indebtedness with the Cooperative. If all of the following conditions are met for Residential Consumers, deposits are returned:

Deposits are refunded, credited to the account, automatically after two (2) years of service.

Members must be in good standing.

Upon termination of membership, the membership fee and security deposit (if not already refunded) will be refunded or applied against any unpaid balance owed to the Cooperative.

103 Additional Service Connections

A Member may have any number of service connections under one membership. The Member may be obligated to pay, pursuant to the above Section 102, the applicable service security deposit for each additional service and will be obligated to pay for all electric demand and energy used on the premises at the Cooperative's applicable rates. A Member with more than one account is equally responsible for current payment of all accounts, and service may be denied for a new service for failure to pay on another account under the same Member.

104 Multiple Service Locations

When a member has multiple service locations, each location is bound to all Cooperative Service Rules and Regulations and Bylaws as agreed to at the time of original membership application.

105 Area Coverage and Line Facilities

In providing area coverage service, the Cooperative will provide a standard service connection that requires no facilities or services in excess of those normally provided by or acceptable to the Cooperative. The Cooperative may require additional fees for line extensions beyond the limits as provided by Cooperative policy (see Line Extension Policy).

When a Member or an individual requests that the Cooperative supply electric service in a manner which requires equipment and facilities in excess of those which the Cooperative would normally provide, and the Cooperative finds it practical to do so, such excess equipment and facilities will be provided as excess facilities at a cost to the Member. Costs will be collected through excess facilities charges and/or contributions-in-aid of construction as agreed upon by the Cooperative and the Member.

The Cooperative is not obligated to supply underground service when, in the judgment of the Cooperative, it is impractical or contrary to good operating or engineering practice.

106 Metering Facilities

The Cooperative normally provides and installs the meter and requires the Member to provide an approved meter base and certain connection facilities to the meter base. The meter base shall be installed at the Point of Delivery according to the Cooperative's Engineering Standards. Any meter installed at the request of the Member that would not have been installed as standard equipment will be considered an excess facility.

Broad River Electric provides metering technology that accelerates outage notification, helps improve reliability, and enhances power quality monitoring.

Meters collect consumption and status information and communicate directly with our customer information and billing system. Installation of these meters across our system offers increased efficiencies and reduced cost in meter reading.

Broad River Electric will charge an additional $50.00 per month should a member insist that we not replace the existing meter with our enhanced metering option. The charge is based on the fact that we incur an otherwise unnecessary monthly trip to the area in order to receive the monthly reading for billing.

Members applying for more than one class of service on the same premises will arrange their wiring so that each class of service can be metered separately. Regardless of ownership of the facilities, the Cooperative will have the right, at its option, and at its own expense, to place demand meters, voltmeters, locking devices, or other instruments on the premises of the Member for the purpose of monitoring and maintaining the Member's service.

200 CONDITIONS OF SERVICE

201 General Conditions

The Cooperative will supply electrical service to the Member after all of the following conditions are met:

A. The Member is in compliance with all aspects of the Service Agreement and agrees to be bound by the Cooperative's Articles of Incorporation and Bylaws.

B. The Member agrees to furnish without cost to the Cooperative all necessary easements and rights-of-way. In the absence of a signed Service Agreement or Contract, the accepted application (by the Cooperative) or receipt of service (by Member) shall constitute a contract between Broad River Electric Cooperative, Inc. and the Member obligating the Member to pay for all electricity used on the premises in accordance with the Cooperative's Rate Schedules as well as comply with its Service Rules and Regulations and Bylaws. Service Agreement, Membership or Deposit is transferable only from spouse to spouse at the Member's request in writing or in the event of death of the Member.

   The Cooperative will not be required to extend its electrical distribution facilities, for the purpose of rendering electric service to the Member or prospective Member, until satisfactory rights-of-way, easements or permits have been obtained from regulatory agencies and property owners at the Member's expense. In addition to granting the Cooperative the right to extend facilities on, across, or under property controlled by the Member with necessary trimming and clearing rights, the Member is expected to keep the right-of-way clear of all structures and obstacles consistent with the use of the right-of-way by the Cooperative, and to allow the Cooperative continued access for ingress and egress to its facilities.

   The Cooperative may require a contribution in aid of construction based on service conditions such as line extensions; conversions; relocations; underground commercial, industrial and residential developments; and other service conditions as defined under the Line Extension Policy. A contribution in aid of construction is necessary when the required investment to provide the requested extension of electrical distribution facilities does not produce sufficient revenue to support the investment.

C. The Member agrees to have all streets, alleys, and driveway entrances graded to within six (6) inches of final grade and have lot lines established before engineering can be completed and installation or extension of electrical service begins.

D. The Member agrees that the Cooperative will have right of access to Members' premises at all times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative, or when on any other business between the Cooperative and the Member. In cases where it is reasonably necessary and cost effective, the Cooperative may use, without payment to the Member, the Member's premises for accessing neighboring property served by the Cooperative.

E. In the Application, or by accepting electricity from the Cooperative, the Applicant agrees that any person residing at the service address listed in the Application, who has a past due account balance including any interest and penalties owed the Cooperative, shall have that past due account balance added to the Applicant's bill for the service address before the Cooperative will commence new service. If found later, the Applicant will become responsible for the past due balance, and it must be paid upon the normal billing terms

described in Services Rules and Regulations Section 300 once billed by the Cooperative. Failure to pay the past due amounts owed to the Cooperative by other persons residing at the service address upon the terms and conditions set by Section 300 shall be reason for denial or disconnection of service.

F. Provisions of service in no way conflicts with public authorities.

G. All Member wiring and equipment has met the requirements of the National Electrical Safety Code and specifications of policies of the Cooperative, in addition to the specifications of any local authorities having jurisdiction. Proof of inspections required to meet local, and state governmental standards of the premises' wiring has been made available by the Member.

H. The Member has not connected, and agrees not to connect in the future, any motors, generators or other equipment which are not suitable for operation with the character of the service supplied by the Cooperative or which adversely affect the Cooperative's equipment or the service to other Members.

I. The Member agrees to be responsible for any additional facilities, protective devices, or corrective equipment necessary to provide adequate service or prevent interference with service to the Cooperative's other Members. Such loads include, but are not limited to, those requiring excessive capacity because of large momentary current demands or requiring close voltage regulation, such as welders, X-ray machines, shovel loads, or motor starting across the line.

J. The Member agrees to be responsible for notifying the Cooperative of any additions to or changes in the Member's equipment which might affect the quality of service or might increase the Member's demand.

K. The Member agrees that when multi-phase service is furnished, the Member will at all times maintain a reasonable balance of load between the phases. Three-phase motors with high-starting or fluctuating currents must be installed in accordance with the Cooperative's Rate Schedule and Riders and Rules and Regulations.

L. If the Member has special needs and desires special handling of the account in the event of failure to pay for electric service, a member must complete a medical necessity form signed by a physician on an annual basis to maintain a special needs account status.

202 Standard Supply Voltages

The Cooperative maintains one system of alternating current at a standard frequency of 60 cycles per second that is supplied throughout its system and within prudent utility practices. The Cooperative will determine the voltage, number of phases, and type of metering which will be supplied depending upon the Cooperative's facilities available and upon the character, size and location of the load to be served. The Member will consult the Cooperative before proceeding with the purchase or installation or wiring of equipment. To avoid misunderstanding, this information should be in writing from both the Member and the Cooperative.

The standard secondary voltages described below are nominal and are subject to a plus or minus ten (10) percent variation.

Single Phase, 2 Wire, 120 Volts
Single Phase, 3 Wire, 120/240 Volts Three Phase, 4 Wire, 120/208 Volts
Three Phase, 4 Wire, 120/240 Volts
Three Phase, 3 Wire, 240/480 Volts
Three Phase, 4 Wire, 277/480 Volts

Single Phase, 2 Wire 7200 Volts
Three Phase, 4 Wire 7200/12470 Volts

Other voltages may be supplied; dependent upon availability, such requests should be made in writing to the Cooperative for approval.

It will not be considered a violation of this voltage standard when voltages outside of the prescribed limits are caused by any of the following:

Action of the elements,
Service interruptions,
Temporary separation of parts of the system from the main system,
Infrequent fluctuations of short duration,
Voltage control for load management purposes,
Other causes beyond the control of the Cooperative,
Addition of Member equipment without proper notification to the Cooperative,
Emergency operations, or
The operation of the Member's equipment

203 General Wiring Requirements

The Member or his contractor shall install the service entrance at the nearest accessible point of connection with the Cooperative's distribution lines. In all cases, the location of the point of service must meet the Cooperative's approval prior to connection of services. Failure to obtain prior approval for the location of the service may result in additional charges to the Member.

Meters will not be located or built around so as to be enclosed within a structure (screen porches, rooms, etc.); therefore, being readily accessible for reading and servicing at any reasonable hour. Meters remain the property of the Cooperative.

All three phase services and single-phase CT type services, unless otherwise approved by the Cooperative, shall be equipped with a pad-locking type, externally mounted disconnect. The disconnect is to be provided, installed, and maintained by the Member and readily accessible to Cooperative personnel for the purpose of safely and securely disconnecting service.

204 Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted service and will not be liable for loss or damage to any Member's equipment, belongings, real property, business losses or consequential damages caused by any failure to supply electric service or by any interruption or reversal of the supply of electric service, if such is due to any cause beyond the reasonable control of the Cooperative.

Service Interruptions include but are not limited to:

A. An emergency action due to an adverse condition or disturbance on the system of the Cooperative, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electric service to some consumers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.

B. An act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.

C. Making necessary adjustments to changes in or repairs on lines, substations, and facilities and in cases where, in the Cooperative's opinion, the continuance of service to consumers' premises would endanger persons or property.

The Member will notify the Cooperative immediately of any defect in service or of any trouble or irregularity to the electric supply.

Maintenance work on lines or equipment requiring service interruption will be done, as far as practicable, at a time that will cause the least inconvenience to the Members. The Members to be affected by such planned interruptions will be notified in advance, if practicable.

205 Right-of-Way Maintenance

The Member will grant to the Cooperative, and the Cooperative will maintain right-of-way according to its specifications with the right to cut, trim and control the growth of trees and shrubbery located within the right-of-way or that may interfere with or threaten to endanger the operation or maintenance of the Cooperative's line or system. Right-of-way debris will be left in the right-of-way limit.

Members who desire to have trees and shrubbery cut which are within proximity of the Cooperative's power lines or facilities, may request that the Cooperative cut, clear, or trim such vegetation. The Cooperative will schedule such work at its convenience.

206 Power Factor

The Member will at all times maintain a power factor at the point of delivery as close to one hundred (100%) as practicable. Where the overall power factor of the Member's load is less than 85 percent (85%) lagging, the Cooperative may require the Member to install at the Member's own expense equipment to correct the power

factor and may adjust the Member's billing demand as specified by the applicable rate schedule. The Cooperative reserves the right to measure the power factor at any time.

207 Foreign Electricity, Parallel Service, Standby Generation

The Member will not use the Cooperative's electric service in parallel with other electric service, nor will other electric service be introduced on the premises of the Member for use in conjunction with or as a supplement to the Cooperative's electric service, without the prior written consent of the Cooperative.

Where approved standby and/or supplemental on-site generation is provided by the Member, parallel operation of the Member's generating equipment with the Cooperative's system will not be allowed, without express permission of the Cooperative. The Member will install all protective devices specified in the National Electric Code, or the National Electric Safety Code, as applicable. A double-throw switch must be used to prevent possible injury to the Cooperative's personnel and equipment by making it impossible for power to feed back into the main line from the emergency generator.

208 Resale of Power

Members shall not sell electric energy received from the Cooperative for any purpose, unless permitted by law. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the Bylaws, Services Rules and Regulations of the Cooperative, and by state or local laws, rules and codes.

209 Line and Facilities Conversion and Relocation

Upon request, the Cooperative will, consistent with prudent utility practice, relocate line, poles, and facilities. The Member will be required to pay in advance the non-betterment cost of relocating the facilities. Any additional right-of-way necessary for relocation will be the responsibility of the Member to obtain.

At a member's request, the Cooperative may convert existing adequate overhead facilities to underground, provided that the Member pays the Cooperative for the cost incurred and for the retirement of the overhead service.

Under most circumstances, the Cooperative will, upon request, raise or lower lines to afford safe passage for buildings or equipment being moved. Parties making such requests will be required to pay the cost of the labor and any material used, plus an appropriate charge for transportation equipment. Also, such parties will be required to make a deposit, in advance, of the estimated cost to the Cooperative.

300 BILLING

301 Responsibility to Read Meter

Meters will be read, and bills rendered by the Cooperative. When a meter cannot be read on or about the scheduled date, the meter reading and corresponding use for the period will be estimated based on prior usage. Accounts billed on an estimated basis will be adjusted as necessary when actual readings are obtained. An explanation of the meter-reading process can be obtained from the Cooperative.

302 Due Dates and Failure to Pay

Bills are due and payable upon receipt and are considered delinquent if payment is not received in the office by the close of business on the 15th day from the billing date. Members whose bills become delinquent will be charged a late payment charge of one and one-half percent (1.5%) per month plus $3.50. If the billed amount is still delinquent at the time next month's bill is prepared, that bill will show the previous month's account balance as past due. A date of disconnect is printed on each month's bill. The Cooperative's office can be contacted prior to the disconnection date to discuss a payment arrangement if you cannot pay the bill in entirety.

If the account remains delinquent after the date posted for disconnection and payment arrangements have not been made, the account is subject to disconnection without further notice. Electric service to any residential customer for nonpayment of a bill will not be interrupted until twenty-five (25) days have elapsed from the date of billing.

Members may request in writing that a copy of any electric bill be sent to a specified third party if desired. This party may be able to help avoid having electric service disconnected but is not obligated to pay the bill.

303 Multiple Services

If a member has more than one account, the Cooperative reserves the right to apply any payment made by the Member to any account owed to the Cooperative by the Member. All funds received will first be applied to any interest and penalty on the delinquent account(s) with the remaining funds to be applied against the electric service bill.

304 Bill in Dispute

Failure to receive a bill does not exempt a member from payment. A duplicate bill may be obtained from the Cooperative. Neither a dispute concerning the amount of a bill nor a claim or demand by the Member against the Cooperative will alter the normal requirements for payment. The Cooperative will resolve any bona fide billing dispute prior to termination of service for nonpayment.

305 Method of Payment

Payments may be made as follows:

in person at our Gaffney office located at 1036 Webber Rd, Cowpens, South Carolina
by mail (check or money order only)
by bank draft,
by calling our dedicated pay by phone number at (866) OUR-COOP or (866) 687-2667
by calling our call center to speak with a representative at (866) OUR-COOP or (866) 687-2667
via online payments through the Internet
in authorized payment centers offering in-store utility payment processing

A budget billing procedure is offered by the Cooperative for Members who request levelized payments and budget billing throughout the year by completing and signing the Cooperative's Budget Billing Agreement.

306 Prepay Plan

Application for electric service under the Cooperative's Prepay Plan may be made by any Member or prospective Member at any time based on the following terms and conditions:

A. The Member will purchase electric service from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a pay-as-you-go basis.

B. The Member understands that the terms and conditions set forth in the Member's Application for Membership and/or Electric Service continue to apply in addition to the terms and conditions of the Prepay Plan.

C. The Member will pay any membership fee, transfer, connect and/or applicable fees as fixed by the Cooperative Bylaws and the policies, rules and regulations of the Board of Trustees as may be required for the Member to participate in the Prepay Plan.

D. Any deposit fee previously paid by the Member to the Cooperative will be applied to the Member's outstanding balance at the commencement of participation in the Prepay Plan and any credit remaining after application of the deposit fee shall be applied to the Member's Prepay account balance.

E. As a result of participation in the Prepay Plan, the Member will not be mailed a monthly statement for electric usage or other applicable fees or charges.

F. The Member will pay all applicable daily service charges as appropriate and set forth by the Cooperative's rate schedule.

G. The Member is solely responsible to regularly monitor the balance on the Prepay account and understands that electric service will be subject to disconnection without any written notification from the Cooperative to the Member once the balance of the account reaches zero. However, the Cooperative will make a reasonable attempt to contact the consumer once the balance of the account is close to a predetermined amount defined by the Member.

H. Because termination procedures are different for persons participating in the prepaid plan, those members who elect to participate in the prepaid plan are not eligible to also participate in the special needs program of the Cooperative.

307 Returned Checks

Any Member whose check or card for payment of service is returned for insufficient funds will be notified immediately and a returned check fee will be added to the Member's Account. If the Member is in good standing, the Cooperative will attempt to notify the Member. The returned check fee and account will be considered to be delinquent, and the delinquent billing handled in accordance with Section 302, above. If the Member is not in good standing and payment is not made within three business days after the date of notification, service will be discontinued if the account is delinquent. If the Cooperative receives more than two such returned payments from a member in a 12-month period, the Cooperative will refuse to accept further checks or card payments from that member for 12 months following the date of the second returned payment.

308 Correction of Errors

Billing Adjustments - Adjustments to the electric bill due to inaccurate metering equipment, errors in meter reading or billing will be made promptly. The Cooperative will issue immediate credit when it is in error and the Member will be expected to pay any appropriate additional charges as billed. Payments to the Cooperative may be made in installments over the same period of time during which the error occurred.

If the interval during which the error occurred cannot be determined, then the billing adjustment will be based on an appropriate estimation of usage and/or demand for a given period of time. For Members having a demand of less than 50 kW, that period will not exceed 150 days. For Members having demand more than 50 kW, that period will not exceed 12 months.

If the Cooperative has undercharged any Member as the consequence of a fraudulent or willfully misleading action on that of consumer's part, or any such actions by any person, such as tampering with, or bypassing the meter where it is evident that such tampering or bypassing occurred during the residency of that consumer, or it is evident that the consumer has knowledge of being undercharged without notifying the Cooperative, adjustments will be made as follows: If the interval during which the consumer was undercharged can be determined, then the Cooperative shall collect the deficient amount incurred during the entire interval, provided that the applicable statute of limitations is not exceeded. If the interval during which the consumer was undercharged cannot be determined, then the Cooperative shall collect the deficient amount incurred during the 12-month period when the billing error was discovered by the Cooperative. If the usage and/or demand incurred by that consumer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.

When a meter stops or fails to register correctly, or if the calibration is found to be in error of more than plus or minus two percent (2%), the Member's account will be adjusted accordingly. The Cooperative will periodically test and inspect its meters.

A Member may request that a meter be tested. A report will be supplied to the Member within a reasonable time after the completion of the test. If the meter has been tested within the past twelve months, a meter test

charge, as specified in the Schedule of Charges, will be imposed. Any meter test charge will be refunded if the meter is found to be in error in excess of plus or minus two percent (2%).

309 Credit

At the discretion of the Cooperative, credit may be extended to Members in accordance with the following standards:

A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, and that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or

B. When the Member involved establishes to the satisfaction of the Cooperative that the Member's failure to pay the bill has resulted from a mistake on the Cooperative's part or a mistake for which the Member was not responsible; or

C. When the involved bill is a final bill covering service to a farm, home, or other residential structure and the main building thereof has been destroyed by any cause other than an intentional act of a member or the Member's family; or

310 Unavoidable Cessation of Service by Member

In the event the Member's premises is destroyed by fire, natural disaster, or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster, or other cause beyond the Member's control, resulting in the complete cessation of service, then upon written notice by the Member to the Cooperative within thirty (30) days thereafter, advising that the Member intends to resume service as soon as possible, any minimum charge, or guarantee occurring after such cessation of service for which the Member may be liable will be waived during the period of such cessation, and the contract will be extended for a corresponding period. The Member's obligation to pay for charges incurred before cessation will be postponed with interest. Otherwise, the agreement for service will immediately terminate.

400 DISCONNECTION AND RECONNECTION

401 Disconnection of Service by Cooperative

Service may be disconnected after notice has been given and reasonable time to comply has been allowed for noncompliance with the Bylaws of the Cooperative, the Service Agreement with the Cooperative, or any applicable Federal, State or other local laws, regulations or codes, including, but not limited to, nonpayment and refusal of access to the Cooperative's meters or other facilities on the premises. Service may also be disconnected, after notice has been given and reasonable time to comply has been allowed, for failure of the Member to provide the Cooperative with a deposit that may be required.

The Cooperative may disconnect service immediately and without notice for the following reasons:

A. Discovery of meter or load management equipment tampering or diversion of current.

B. Use of power for unlawful, unauthorized or fraudulent reasons.

C. By order of public utility.

D. Discovery of an electrical condition determined by the Cooperative to be potentially dangerous and eminently hazardous to the life or property of the Cooperative or the public.

E. For repairs, emergency operations, unavoidable shortages, or interruptions in the Cooperative's supply source.

F. Introduction of foreign electricity on the premises without prior written consent.

G. Discovery of conditions that would adversely affect the Cooperative's service to others.

H. Misrepresentation of Member's identity.

402 Weather Disconnection and Special Needs Account Members Due to Nonpayment

Procedures for Termination of Service to all Residential Members During Weather Conditions Marked by Extremely Hot or Cold Temperatures and Special Needs Account Members Due to Nonpayment are filed with the South Carolina Office of Regulatory Staff Pursuant to S.C. Code §§ 33-49-1410 through 1450.

403 Reconnection of Service by Cooperative

Subsequent to the disconnection of electric service by the Cooperative for reasons listed in the previous section, service may be reconnected under the following conditions:

A. The conditions causing the disconnection are corrected.

B. Payment has been made for the cost of repair or replacement of the Cooperative's meter or any other property, if tampered with or otherwise damaged or destroyed.

C. Where the service has been discontinued for non-payment of a bill, meter tampering, unauthorized or illegal use of power, the Cooperative will have the right to refuse service to the same Member or to any other applicant who is a member of the Member's household until the infraction is corrected, credit is reestablished by the Member and all applicable accounts have been paid.

D. The Member has agreed to comply with reasonable requirements to protect the Cooperative against further infractions.

E. A reconnection fee and/or any other applicable service charges and security deposits, as specified in the Schedule of Charges, have been paid or acceptable credit arrangements have been made.

404 Termination of Service by Member

For termination of service, the Member should give a minimum of one business days' notice prior to requested disconnection unless a written contract specifies otherwise.

A Member may voluntarily withdraw in good standing from membership under both of the following conditions:

A. Payment of any and all amounts due the Cooperative, and cessation of any noncompliance with the membership obligations, all as of the effective date of withdrawal; and either removal to other premises not furnished service by the Cooperative, or ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to the service agreement; and

B. Upon such withdrawal, the Member will receive a refund of the balance of the membership fee and of any service security deposit held by the Cooperative after being applied to the Member's final bill.

500 Capital Credits

Retirement of capital credits will be made whenever the Board of Trustees approves such retirements under the standards set forth in the Cooperative's Bylaws and Policies. Such retirements will be consistent with good management practice and with the provisions of the mortgage contracts between the Cooperative and its lenders. When retirements are made, current and former Members shall be treated the same for the credits being retired.

Capital credits may be paid to the estate of a deceased Member upon proper application and proof by the personal representative of the Member's estate. These retirements will be discounted in association with a discounted present value calculation. The amount to be discounted and paid will be based on the Capital Credits assigned to the Member as of the latest year assigned to the Cooperative's books at the time of the retirement/payment. Any Capital Credits later assigned to a deceased Member will be recorded as retired capital.

If a Member or a Member's estate does not claim capital credits by cashing the retirement check within 90 days of the check date, the Cooperative will maintain the capital credits on its books. The Cooperative will charge a per month fee beginning 90 days after the issuance of the retirement check to maintain the retired capital credit account.

600 COOPERATIVE AND MEMBER OBLIGATIONS

601 Approval and Cooperative's Board Authority

The Cooperative's Board of Trustees is the governing body and is the final authority for making and revising these Service Rules and Regulations. These Rules and Regulations and Rate Schedules are on file in the Cooperative's headquarters office, and such filing and publishing will constitute official notice to all Members on such changes. Failure of the Cooperative to enforce any of the terms of these Rules and Regulations will not be deemed as a waiver of its right to do so.

In case of conflict between any provision of the Bylaws and these Service Rules and Regulations, the Bylaws will prevail. In case of conflict between any provision of a Rate Schedule or Rider and of these Service Rules and Regulations, the Rate Schedule or the Rider will prevail.

602 Responsibility of Member and Cooperative

Electric service is supplied by the Cooperative and purchased by the Member upon the express condition that after it passes the Point of Delivery it becomes the property of the Member to be used only as provided in the Service Agreement. The Cooperative will not be liable for loss or damage to any person, property, business losses or consequential damages whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric service after it passes the Point of Delivery or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Member or for the inspection or repair of the wires or equipment of the Member.

It is understood and agreed that the Cooperative is merely a supplier of electric service, and the Cooperative will not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the Member due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Cooperative. The Cooperative will not be in any way responsible for the transmission, use or control of the electric service beyond the delivery point, except as it might apply to the use of load management programs.

In the utility right-of-way, the Cooperative will not be liable for damage to trees, shrubs, lawns, fences, sidewalks or other obstructions incident to the installation, maintenance or replacement of facilities, unless caused by its own negligence.

All meters, service connections and other equipment furnished by the Cooperative will be, and will remain, the property of the Cooperative. The Member will not interfere with, or alter, the Cooperative's meters, seals, or other property, or permit the same to be done by others than the Cooperative's authorized agent or employee. Damage caused or permitted by the Member to the Cooperative's property will be paid for by the Member.

No person or organization will install or attach any wire, sign(s) or other material or equipment to any of the Cooperative's poles, conductors or other fixtures, except with express written consent of the Cooperative.

To the extent that Members may require electric service at a level of less variation allowed under the standard service, any additional equipment required by the Member to ensure the level of power quality will be at the Member's expense. The Cooperative will assist the Member in the technical development of the power quality electric service.

700 APPENDICES

701 History of Changes

March 18, 2020	Section 302: Late fee changed	Due Dates and Failure to Pay
May 19, 2020	Section 102, Subsection E.: Removed sentence limiting deposit	Increase in Deposits
September 7, 2023	Section 305 Changed payment location to new Cowpens location, removed Boling Springs office site	
February 19, 2024	Section 402 Changed to include language from Termination of Service Procedures filed with ORS	