

Talquin Electric Cooperative, Inc.

Rules and Regulations for Electric Service

- 1. Application for Service.** Each prospective Consumer desiring electric service will be required to execute and sign the Cooperative's standard membership application for service, application for electric service, and/or contract as applicable before service is supplied by the Cooperative. In addition, the Cooperative's standard membership fee shall be paid by Consumer if Consumer is not an active Member of the Cooperative. The Cooperative may require a contract and/or contribution in aid of construction before rendering service to any non-routine or non-standard service request as defined by the Cooperative's current Line Extension Policy.
- 2. Deposit.** A deposit or suitable guarantee of payment may be required of any Member before electric service is provided. The Cooperative may, at its option, return a deposit to the Member after five years of consecutive service, provided the Member has maintained a satisfactory credit rating in accordance with the Cooperative's credit grading system and there has been no breach of system integrity or violation of the rules and policies of the Cooperative. Upon termination of service, the deposit may be applied by the Cooperative against unpaid bills of the Member, and if any unpaid balance remains after such application is made, said unpaid balance shall be paid to the Cooperative by the Member. If the final bill is less than the Member deposit amount, the balance shall be refunded to the Member by the Cooperative. For General Service Membership, deposits are required and held the entire length of service.
- 3. Point of Delivery.** The point of delivery is the single location on or near the Member's premises designated by the Cooperative where one available standard voltage, as determined by the Cooperative, is provided. Each point of delivery will be separately metered and billed. All wiring and equipment beyond this point shall be provided and maintained by the Member at no expense to the Cooperative.
- 4. Member's Wiring Standards.** Member wiring must conform to Cooperative's requirements and accepted standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code. In addition, all wiring must be in compliance with any local municipal or county electrical ordinances. When a local government entity notifies the Cooperative that the Member's electrical service and/or wiring is in violation of the above mentioned codes and legally notifies the Cooperative to discontinue electrical service, the Cooperative will comply with these instructions. Service will be restored when the Cooperative is notified by proper authorities that the hazardous condition has been resolved and it is safe to reconnect electrical service to such a location.
- 5. Inspections.** The Cooperative has no responsibility to inspect the Member's wiring for compliance with National Electrical Safety Code, National Electrical Code, or local ordinances. However, the Cooperative has the right to make inspections. When obvious violations of such codes exist to the extent that the safety of the Member,

his/her property, or the general public is threatened, service may be refused until proper correction of condition is made by the Member.

6. **Underground Service.** Members desiring underground service lines from the Cooperative's overhead system may be required to bear the excess cost in accordance with the Cooperative's current Line Extension Policy. Specifications and terms for such construction will be furnished by the Cooperative on request.
7. **Member's Responsibility for the Cooperative's Property.** All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The Member shall provide space for and exercise proper care to protect the property of the Cooperative on its premises, and, in the event of loss or damage to the Cooperative's property arising from neglect of the Member to care for same, the cost of the necessary repairs or replacements shall be paid by the Member.
8. **Right of Access.** The Cooperative's employees or designated representatives shall have access to the Member's premises at all reasonable times for the purpose of reading meters, testing, repair, removing, or exchanging any or all equipment belonging to the Cooperative. The Cooperative will take reasonable measures to identify employees and/or agents performing Cooperative duties on private property.
9. **Billing.** Bills will be rendered monthly and shall be paid by the due date specified on the bill at Cooperative designated locations. Failure to receive a bill will not release the Member from payment obligations. Should bills not be paid as above, the Cooperative may at any time thereafter discontinue service. Net bills are due as indicated by the due date shown on the bill. Gross rates apply if the current monthly bill is not paid by the due date shown on the bill. Gross rates will be in accordance with applicable rate schedule provisions. Payments received after close of business on the net due date of the bill will be considered delinquent and delinquent charges may apply.
10. **Discontinuance of Service by Cooperative.** The Cooperative may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Charges & Fees, or for the violation of the application for electric service and/or contract with the Member. The Cooperative may discontinue service to the Member for the theft of current or the appearance of current theft devices on the premises of the Member. The discontinuance of service by the Cooperative for any causes as stated in this rule does not release the Member from his/her obligation to the Cooperative for payment of all amounts or minimum bills as specified in the membership application or contract with the Member.
11. **Reconnection Charge for Disconnection for Non-Payment.** Whenever service has been discontinued by the Cooperative for non-payment, a charge shall be applied in accordance with the Schedule of Charges & Fees and Miscellaneous Rate Tariff of the Cooperative to restore service. When service has been disconnected for non-payment, the Cooperative may require an additional deposit amount and require payment arrangements satisfactory to the Cooperative of all amounts due by the Member.

12. **Termination of Contract by Member.** Members who have fulfilled their contract terms may discontinue service as provided for in the terms and conditions of their contract. Notice to discontinue service prior to the expiration of contract terms will not relieve the Member from any minimum or guaranteed payment under any contract or rate.
13. **Service Charges for Temporary Service.** Members requiring electric service on a temporary basis may be required by the Cooperative to pay all costs for connection and disconnection incidental to the supplying and removing of such service in accordance with the Cooperative's current Line Extension Policy.
14. **Interruption of Service.** The Cooperative will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions of service, excessive or inadequate voltage, single-phasing, acts of God, or otherwise unsatisfactory service, whether or not caused by negligence.
15. **Shortage of Electricity.** In the event of any emergency or other condition causing a shortage in the amount of electricity necessary for the Cooperative to meet the demand on its system, the Cooperative may, by an allocation method deemed equitable by the Cooperative, fix the amount of electricity to be made available for use by the Member and/or may otherwise restrict the time during which the Member may make use of electricity and the uses which the Member may make of electricity. If such actions become necessary, the Member may request a variance because of unusual circumstances including matters adversely affecting the public's health, safety and welfare. If the Member fails to comply with such allocation or restriction, the Cooperative may take such actions as it deems appropriate under the circumstances including temporarily disconnecting electric service. The provisions of the section entitled Interruption of Service of this schedule of Rules and Regulations for Electric Service are applicable to any such allocation or restriction.
16. **Voltage Fluctuations Caused by Member.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Cooperative's system. The Cooperative may require the Member, at his/her own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **Additional Load.** Service connections, transformers, meters, and equipment supplied by the Cooperative for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the Cooperative. Failure to give notice of additions or changes in the load, and to obtain the Cooperative's consent for same, shall render the Member liable for any damage of the Cooperative's lines or equipment caused by additional or changed installation.
18. **Standby and Resale Service.** All purchased electric service (other than emergency or standby service) used on the premises of the Member shall be supplied exclusively by the Cooperative, and the Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof. Where standby or emergency equipment is installed by the Member, such installation shall be in accordance with the National Electrical Safety Code, National Electrical Code, and properly isolated from the Cooperative's electric system.

19. **Notice of Trouble.** The Member shall notify the Cooperative immediately should service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. All outages will be repaired by the Cooperative as quickly as possible. When the Cooperative responds to a trouble call placed by the Member and the trouble is not with the Cooperative supplied equipment, but is caused by a failure of the Member's equipment, a service call charge may be billed to the Member as established in the Schedule of Charges & Fees. Cooperative employees are not allowed to make repairs to member-owned facilities or equipment without Board approval. Outdoor lights are repaired by the Cooperative during normal Cooperative business hours. Members requesting outdoor light repair service during other than normal Cooperative business hours may be charged a service charge as established in the Cooperative's Schedule of Charges & Fees.
20. **Special Installation.** The Member shall pay the cost of any special installation necessary to meet his/her particular requirements for service at other than standard voltages, for the supply of closer voltage regulation than required by standard Cooperative practice, or any other special installation deemed non-standard by the Cooperative. Such installations shall require prior approval by the Cooperative.
21. **Meter Tests.** The Cooperative will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Cooperative will make additional tests or inspections of its meters at the request of the Member. If tests made at the Member's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made to Member's bill, and the testing charge as specified in the Schedule of Charges & Fees will be paid by the Member. If the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment shall be made to the Member's bill over a period not to exceed ninety (90) days prior to the date of such test, and the cost of performing the test shall be borne by the Cooperative. The Cooperative may elect to test meters at its expense as deemed necessary.
22. **Relocation of Outdoor Lighting Facilities.** The Cooperative may, at the request of the Member, relocate or change existing Cooperative owned outdoor lighting equipment. The Member shall reimburse the Cooperative for such changes at actual cost including appropriate overheads.
23. **Normal Connection and Reconnection.** Each time an account is connected or reconnected, the Cooperative may charge a fee as established in the Schedule of Charges & Fees.
24. **Collection Charges.** Each time the Cooperative makes an actual trip to collect a delinquent bill (or collect on a check not paid and returned by the Member's financial institution); the Cooperative may charge a fee as established in the Schedule of Charges & Fees.
25. **Reserved.**
26. **Cooperative Provided Meter Poles and Meter Sockets.** Members may purchase meter poles from the Cooperative or the Cooperative will provide, install, or relocate meter poles for the Member. The charges for the above services shall be as established in the Schedule of Charges & Fees.
27. **Special Short Term Service.** When a Consumer or Member desires power at an existing service location for the purpose of cleaning, repair, etc., the service may be connected and charges will be as established in the Schedule of Charges & Fees. Membership

requirements and deposits may not apply to this type of service as determined by the Cooperative.

28. **Outdoor Lighting Installation.** Applicable to lighting service rendered under the Cooperative's Rate Schedule OL for outdoor lighting. The Cooperative will furnish, install, operate and maintain the Cooperative's standard outdoor lighting equipment and installation charges for this service shall be as established in the Schedule of Charges & Fees. The light will be electrically connected so that power for the operation of the light does not pass through the Member's meter. Outdoor lighting will be installed on the Member's property at a location mutually agreeable to the Cooperative and the Member; however, the Cooperative will not install lighting at any location where the service may be objectionable to others. All lighting equipment shall remain the property of the Cooperative and shall be maintained by the Cooperative at no additional cost to the Member. The Member is responsible for protecting the lighting equipment from deliberate damage or vandalism and may be responsible for repair or replacement costs when deliberate damage or vandalism to lighting equipment has occurred. The Cooperative may discontinue outdoor lighting service where repeated cases of deliberate damage or vandalism occur.
29. **Rate Application.** As a part of the service application for electric service and contract process, a Member's service is initially established under the rate schedule determined to be appropriate by the Cooperative. If the Member's service (as determined by the Member's usage of service) changes to the extent that the established rate schedule is no longer applicable, the Member is subject to a rate schedule reclassification. In such instances, the Cooperative will advise the Member through written notice that the Member is being reclassified. The effective date of the reclassification shall be no earlier than the Member's next scheduled billing date. If the measured demand of a Member served under the non-demand (GS) rate schedule exceeds 49 KW for three (3) months out of the twelve (12) consecutive months ending with the then-current billing period, that Member will be reclassified to the demand (GSD) rate schedule. If the measured demand of a Member served under GSD rate schedule does not exceed 49 KW for three (3) or more months out of the twelve (12) consecutive months ending with the then-current billing period, that Member will be reclassified to the GS rate schedule. If a GSD Member elects to be served under the optional large demand (GSLD) rate schedule, the Member must apply for such reclassification by a written

request to the Cooperative. If a Member exercises the option to be served under the GSLD rate schedule, the Member will be required to take service under the rate schedule for a minimum of twelve (12) consecutive months beginning with the first billing period following application.

30. **Reserved.**

31. **Procedure for Notification and Repair of Cooperative Outdoor Lighting.** According to Florida law, “streetlight” means any streetlight, any outdoor security light or any outdoor area light that is owned by or for a streetlight provider. The Cooperative is a “streetlight provider”. Florida law further allows a streetlight provider to offer a procedure for notification and repair of inoperative or malfunctioning streetlights. Notification as to the proper procedure for reporting an inoperative or malfunctioning Cooperative outdoor light to the Cooperative shall be provided to the Members of the Cooperative through annual inserts in the Member’s bills. Such notice shall also be provided to the general public annually by means of publication in a newspaper of general circulation in each county served by the Cooperative. An actual report of an inoperative or malfunctioning outdoor light owned or maintained by the Cooperative must fulfill the following requirements: identify and describe the outdoor light location with such specificity that it can be identified, such as light number, street name, nearest street crossing or other landmarks; describe the nature of the malfunction or failure of illumination of the outdoor light; and provide contact information such as the name, address, email address or phone number of the person reporting the inoperative or malfunctioning outdoor light so that they can be contacted. Once an actual notice of an inoperative or malfunctioning outdoor light is received under normal operating conditions, the outdoor light must be repaired within 60 days.

32. **Scope.** This schedule of Rules and Regulations for Electric Service is a part of all contracts for receiving electric service from the Cooperative, and applies to all service received from the Cooperative, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of these Rules and Regulations for Electric Service, together with a copy of the Cooperative’s Schedule of Charges & Fees, shall be kept open for inspections at the offices of the Cooperative.

33. **Revisions.** These Rules and Regulations for Electric Service may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations for Electric Service.

34. **Conflict.** In case of conflict between any provision of any rate schedule and the Rules and Regulations for Electric Service, the rate schedule shall apply.