

### **Section 3 REQUIREMENTS FOR SERVICE (20.2(3)) & (20.2 (4) o)**

#### **3.1 Application**

Application for electric service shall be made in writing by the applicant to the Cooperative on the Cooperative's application forms. Upon acceptance of such applications and upon confirmation that service can be provided, the Cooperative shall, as promptly as practical, supply to the applicant service in accordance with regulations filed with and approved by the Board and at prices established by the Cooperative for the class of service requested by the applicant. The Cooperative shall require a separate application for service for each separate location.

#### **3.2 Membership Fee**

The membership fee shall be \$0.00. After receiving electric service and being accepted by the Board of Directors, the applicant will become a member and will be entitled to all rights of membership as outlined by the bylaws, articles and policies of the Cooperative.

##### **3.21 Service Contracts**

There shall be a service contract covering each new service and each service shall be metered separately. The service contract shall be in a form approved by the Board of Directors. The service contracts shall be written for a minimum period of 12 months. Whenever a member-consumer fails to continue service for a full 12 month period (or longer, depending on the terms of the contract), the membership fee or additional connection fee and consumer deposit, if any, shall be forfeited against the uncompleted period of the service contract.

#### **3.3 Member-Consumer Deposits (20.4(3))**

The Cooperative may require from any member-consumer or prospective member-consumer a deposit intended to guarantee partial payment of bills for service.

No deposit shall be required as a condition for service other than determined by application of either credit rating or deposit calculation criteria, or both.

### **3.31 Amount of Deposit (20.4(3) d)**

The total deposit for any residential or commercial customer for a place which has previously received service shall not be greater than the highest billing of service for one month for the place in the previous 12-month period. The deposit for any residential or commercial customer for a place which has not previously received service, or for an industrial customer, shall be the customer's projected one-month usage for the place to be served as determined by the utility, or as may be reasonably required by the utility in cases involving service for short periods or special occasions.

### **3.32 Interest on Deposit (20.4(4))**

Interest shall be paid by the Cooperative to each member-consumer required to make a deposit. The interest compounded annually shall be 0 %. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the member-consumer's account or to the date the member-consumer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit refund is forwarded to the member-consumer's last known address. The date a member-consumer's bill becomes permanently delinquent relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

### **3.33 Receipts (20.4(6))**

A receipt shall be given for all such deposits. If such receipt shall be lost, a duplicate may be issued if the member-consumer will provide adequate identification for the Cooperative.

### **3.34 Deposit Refund (20.4(7))**

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). For refund purposes the account shall be reviewed for prompt payment after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. Any deposit plus accumulated interest, less any unpaid utility bill of member-consumer, shall be refunded during settlement of a final billing upon termination of the service.

### **3.35 Additional Deposits (20.4(34 b))**

A new or additional deposit may be required from a member-consumer when a deposit has been refunded or is found to be inadequate. Written notice shall be mailed advising the member-consumer of any new or additional deposit requirement. The member-consumer shall have no less than twelve days from the date of mailing to comply. The new or additional deposit shall be payable at the Cooperative business office. An appropriate receipt shall be provided. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

### **3.36 Non-Compliance**

The service of any member-consumer who fails to comply with these requirements will be disconnected upon twelve days after written notice, provided conditions as spelled out in Subsection 6.1 are followed.

### **3.4 Right-of-Way**

#### **3.41 Procurement**

Providing a cleared right-of-way is the responsibility of the applicant for electric service. The Cooperative's engineer or staff will assist the applicant in the procurement of right-of-way. The Cooperative may assess the applicant for any costs incurred in connection with procurement of said right-of-way. In such cases, the applicant will or may be required to make an advance contribution covering such costs.

#### **3.42 Initial Clearing**

It shall be the responsibility of the applicant or applicants desiring service to provide or pay for costs incurred by tree or brush clearing on right-of-way for initial clearing. Subsequent clearing will be provided by the Cooperative.

#### **3.43 Applicant's Premises – Right-of-Way**

The applicant shall grant or cause to be granted to the Cooperative, without charge, right-of-way over, along, across and under the premises and any adjacent road right-of-way for the construction, operation, maintenance and repair of the cooperative's lines and all appurtenances and equipment connected or used in connection therewith. The Cooperative and its representatives may enter at reasonable times to construct, operate, maintain and repair or perform any other duties necessary to maintain the cooperative's facilities including the right to undertake vegetation management efforts.