

HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.

TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES

The following TERMS AND CONDITIONS and any changes authorized by the Board of Trustees or law will apply to the sale of electric service under the established rate or rates authorized by the Board of Trustees and currently applicable at time of sale.

1. GENERAL

- 1.1 Electric service will be supplied in accordance with the Articles of Incorporation, Code of Regulations and these Terms and Conditions and any changes required by the Board of Trustees or law, and such applicable rate or rates as may from time to time be authorized by the Board of Trustees. However, in the case of a Member whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.
- 1.2 These Terms and Conditions shall be considered a part of all of the Company rate schedules, except where specifically changed by written agreement by the Company.
- 1.3 In case of conflict between any provision of a rate schedule and the Terms and Conditions, the provisions of the rate schedule shall apply.
- 1.4 The failure of the Company to insist upon strict performance of any of the provisions in the Terms and Conditions, or to exercise any of the rights or remedies provided in the Terms and Conditions, or any delay in the exercise of any of the rights or remedies, shall not release the Member from any responsibilities or obligations imposed by Law or by the Terms and Conditions, and shall not be deemed a waiver of any right of the Company to insist upon strict performance of the Terms and Conditions.

2. ESTABLISHMENT OF SERVICE

- 2.1 **Application for Service** – A person requesting electric service may be required to appear at Company's place of business to produce proof of identity and sign Company's membership application for service and/or a contract before service is supplied by Company.
 - 2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by the Company and acceptance thereof by a member shall be deemed to constitute a service agreement between the Company and Member. By accepting the Company's service, the Member agrees to be bound by the Company's applicable rates, rules and regulations.
 - 2.1.2 The Company's electric meter shall be installed and removed by Company's personnel or authorized agent. Consistent with Article 6 herein, before initial service to a service location is energized, the Company shall verify that the installation of the meter base and associated equipment has both been inspected and approved by the local inspection authority or, in any area where there is no local inspection authority, has been inspected by a licensed electrician.
- 2.2 **Service Establishment Charge** - Member will be required to pay an after-hours charge of \$100/hour, with a two hour minimum, including travel and preparation time, should Member request service be established during a period other than regular working hours.
- 2.3 **Service for Re-establishment Charge** - A service re-establishment charge of \$25 per trip for residential and nonresidential electric service will be assessed each time Company is required to re-establish electric service to Member's delivery point. Billing for the service re-establishment charge may be rendered as a part of the Member's first monthly bill.
 - 2.3.1 Member will be required to pay the above appropriate service re-establishment charge and an after-hours charge of \$100/hour, including travel and preparation time, should Member request service be re-established during a period other than regular working hours.

- 2.4 **Grounds For Refusal Of Service** - Company may refuse to establish or re-establish service if any of the following conditions exist:
- 2.4.1 Applicant has an outstanding amount due with the Company and is unwilling to make payment or enter into a payment agreement or provide sufficient assurance that the amount due will be paid, subject to applicable laws and regulations.
 - 2.4.2 A condition exists which in Company's judgment is unsafe or hazardous.
 - 2.4.3 Applicant has failed to make the security deposit requirements set forth by Company as specified under 2.6
 - 2.4.4 Applicant is known to be in violation of Company's rate schedule.
 - 2.4.5 Applicant fails to furnish to Company funds, service entrance equipment, and/or right-of-way required to serve Applicant and which have been specified as a condition for providing service.
 - 2.4.6 Applicant falsifies his or her identity for the purpose of obtaining service.
 - 2.4.7 Service is already being provided at the address for which Applicant is requesting service.
 - 2.4.8 Service in the name of another Member currently living with the applicant at the same address for which service is being requested and that Member has been terminated for nonpayment and a delinquent balance is still outstanding.
 - 2.4.9 Prior Member was terminated for any of the below reasons and continues to reside on the premises for which applicant requests service.
 - a). Company has evidence of meter tampering or fraud.
 - b). Failure to pay a delinquent bill for utility service.
 - c). Failure to maintain deposit requirements.
 - d). Failure to pay for a bill to correct a previous underbilling.
 - e). Failure to comply with curtailment procedures imposed by the Company during supply shortages.
 - f). Failure to provide reasonable and safe access to Company's equipment and property.
 - g). Breach of written contract between Company and Member.
 - 2.4.10 Applicant has failed to obtain all required permits and/or inspections indicating that Applicant's facilities comply with local construction and safety codes.
- 2.5 **Establishment of Residential Credit or Security Deposit**
- 2.5.1 **Residential Establishment of Credit** - All new applicants shall pay a \$5 application fee for new service. If the results of a credit check indicate the individual has good credit, the company shall not require a security deposit from a new Applicant for residential electric service if Applicant is able to meet any of the following requirements:
 - 2.5.1.1 Applicant owns premises being served.
 - 2.5.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two years, and the letter states that the Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.
 - 2.5.2 **Residential Establishment of Security Deposit** - When credit cannot be established as provided for in Section 2.5.1 hereof or when it is determined that Applicant left an unpaid final bill owing to another utility, Applicant may be required to place a cash deposit to secure payment of bills for service.
- 2.6 **Establishment of Nonresidential Credit or Security Deposit**

- 2.6.1 **Nonresidential Establishment of Credit** - Company shall not require a security deposit from a new Applicant for Nonresidential electric service if Applicant is able to meet any of the following requirements:
- 2.6.1.1 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was last received which states applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.
- 2.6.2 **Nonresidential Establishment of Security Deposit** - All nonresidential members may be required to:
- 2.6.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein
- 2.7 **Re-establishment of Security Deposit**
- 2.7.1 **Residential** - Company may require a residential Member to establish or reestablish a security deposit if Member has been disconnected for nonpayment during the last twelve (12) months, or when Member's financial condition may jeopardize the payment of their bill as determined by a bankruptcy filing.
- 2.7.2 **Nonresidential** - Company may require a nonresidential Member re-establish a security deposit if the Member becomes delinquent or if the Member has been disconnected for nonpayment during the last twelve (12) months, or when the Member's financial condition may jeopardize the payment of their bill, as determined by a credit investigation, financial reorganization notice or bankruptcy filing.
- 2.8 **Security Deposits**
- 2.8.1 Residential security deposits must be a cash deposit and may be up to 130% of the monthly average of the annual consumption of electrical service by such Member as estimated by the Company or higher as may be permitted by law.
- 2.8.1.1 Deposits will automatically be refunded after 12 months of service provided Member has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless has filed bankruptcy.
- 2.8.2 Nonresidential security deposits must be cash, money order or certified check and shall not exceed 130% of the monthly average of the annual consumption of electrical service for the property as estimated by the Company or higher as may be permitted by law.
- 2.8.2.1 Deposits on file with the company will be reviewed after 12 months of service and will be refunded or released provided Member has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months.
- 2.8.3 Company reserves the right to increase or decrease the security deposit amount when the Members' average consumption changes by more than ten (10) percent for resident accounts within a twelve (12) consecutive month period and five (5) percent for nonresidential accounts within a twelve (12) consecutive month period. Separate security deposits may be required for each location. Company reserves the right to increase the security deposit amount to reestablish service if that Member's average consumption has changed by more than 10% for residential account members and 5% for nonresidential accounts within a twelve (12) consecutive month period. Separate security deposits may be required for each location where a Member has service.
- 2.8.4 Member security deposits shall not preclude Company from terminating agreement for service or suspending service for any failure in the performance of Member obligation under the agreement for service.
- 2.8.5 On all cash deposits, interest at the rate of not less than three (3%) percent per annum shall be allowed and paid to the Member on the deposits, provided it remains on deposit for more than six (6) months.
- 2.8.6 Cash deposits on inactive accounts or accounts where service has terminated may be applied to the final bill, if any, and will be refunded to the Member within sixty (60) days.
- 2.9 **Line Extensions** - Installations requiring the Company to extend its facilities in order to establish service will be made in accordance with Company's Electric Distribution and Services Extension Policy.

- 2.10 **Three Phase Service Installation** - All new three phase service installations for 150 kVA or greater will be required to sign a contract with the Company. The contract will provide for service capacity, voltage requirements, minimum bill capacities and length of agreement.

3. **RATES**

- 3.1 **Rate Information** - Company shall provide a copy of the rate schedule to the Member, when requested. In addition, Company shall notify Members of any change in rate schedules affecting those Members.
- 3.2 **Rate Selection** - Member's type of entity, service characteristics and service requirements determine the selection of the applicable rate schedule. Company will use reasonable care in initially establishing service to the Member under the most advantageous rate schedule applicable to the Member. However, because of varying member usage patterns and other reasons, Company cannot guarantee that the most economic applicable rate will be applied. Company will not make any refunds in any instances where it is determined that Member would have paid less for service had Member been billed on an alternate applicable rate or provision of a rate.

4. **BILLING AND COLLECTION**

- 4.1 **Member Service Installation and Billing** - Service billing periods normally consist of approximately 30 days unless designated otherwise under the rate schedules or at Company option.
- 4.1.1 Member service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If Member requires more than one type of service, or total service cannot be measured through one meter according to Company's normal practice, separate meters will be used, and separate billing rendered for the service measured by each meter.
- 4.1.2 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, the Company may estimate the Member's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of the Member's load and operation.
- 4.1.3 Where a meter error is discovered as a result of a meter test, the Company may render an adjusted bill to the Member for the amount of the undercharge and shall issue a refund or credit to the Member's account for the amount of the overcharge. Such adjusted bill shall be computed as follows:
- 4.1.3.1 **Fast Meter**: If a meter is registering more than 2% fast, the Company shall refund to the Member the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one year.
- 4.1.3.2 **Slow Meter**: If a meter is more than 2% slow, the Company may bill the Member for the amount of the undercharge based on corrected meter readings or the Company's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed twelve (12) months for any class of service.
- 4.1.3.3 **Non-registering Meter**: If a meter is found to be non-registering, the Company may bill the Member for the amount of the under billings based on the Company's estimate of the electric service used but not registered, for a period not exceeding twelve (12) months.
- 4.1.4 **Adjustment of Bills for Billing Error**
Where the company overcharges or undercharges a Member as the result of a billing error which may include incorrect meter reads or clerical errors by a Company representative such as applying the wrong rate, wrong billing factor (s) or an incorrect calculation, the Company may render an adjusted bill for the amount of the undercharge, – or shall issue a refund or credit to the member for the amount of the overcharge. The amount billed, refunded or credited shall not exceed the amount of overcharges or undercharges for a twelve (12) month billing period, unless otherwise approved by the Board of Trustees. The twelve (12) month limitation shall not apply to a Member who has tampered with Hancock-Wood Electric's metering equipment or engaged in any other illegal activities that effect usage or billing rates. Payments from residential Members

on undercharges shall be collected in equal payments over a twelve (12) month consecutive period without penalties or interest or over such larger or shorter time period as the Company and Member may agree.

4.2 **Collection Policy** - The following collection policy shall apply to all member accounts:

4.2.1 All bills rendered by the Company are due and payable no later than fifteen (15) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within fifteen (15) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of the Company's termination procedure. In addition, subject to applicable laws and regulations, Company reserves the right to suspend or terminate Member's service for:

- a). nonpayment of delinquent service bills;
- b). nonpayment of service establishment charges;
- c). nonpayment of security deposits;
- d). nonpayment of meter test charges;
- e). nonpayment of returned check charges;
- f). nonpayment of late charges;
- g). nonpayment of collection charges;
- h). nonpayment of miscellaneous charges owed the company;
- i). and/or to declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a one-time late charge of 5%.

4.2.2 If Member has one or more utility services with Company and one or more of such services is terminated for nonpayment and Member is unwilling to make arrangements with Company for payment, Company shall be entitled to transfer the balance due on the terminated service(s) to any other active utility account of Member. The failure of the Member to pay the active account shall result in the suspension or termination of service thereunder. However residential electric service shall not be discontinued, because of nonpayment of other classes or types of electric service.

4.2.3 Member shall be assessed late fees if payments for their electric bills are not received by the due date listed on the bill. Management may, but is not required to, exempt Members from late fees due to certain uncontrollable circumstances that may exist. If it is determined that the Member has only been late on one month's bill in the most recent 12 month-period, the late fee may be waived

4.3 **Responsibility for Payment of Bills** - Member is responsible for the payment of bills for energy use recorded by the meter or estimated by Company, until service is ordered discontinued, and the Company has had two (2) working days' time to secure a final meter reading.

4.4 **Returned Checks** - If Company is notified by the Member's bank that the bank will not honor a payment tendered by Member for payment of any bill, Company may require the Member to make payment in cash, by money order, certified check or other means which guarantee the Member's payment to the Company.

4.4.1 Member shall be charged a fee of thirty-five dollars (\$35.00) for each instance that a bill payment is not honored by the Member's bank.

4.4.2 The tender of a dishonored item shall in no way:

- i) relieve Member of the obligation to render payment to Company under the original terms of the bill;
- ii) or, defer Company's right to terminate service for nonpayment of bills.

4.5 **Payment Assistance and Counseling** - The Company will provide the following services to Members unable to pay their bills:

4.5.1 The Company will offer installment payment plans to allow Members to amortize past due and current amounts over a reasonable period of time. Member who default on installment payment plans may not qualify for future installment payment arrangements.

4.5.2 Member making payments on an installment payment plan must keep the account current as charges for service accrue.

- 4.5.3 Company will furnish Member upon request, information on the availability of alternate sources of financial assistance.

5. **SERVICE RESPONSIBILITIES OF COMPANY AND MEMBER**

- 5.1 **Responsibility: Use of Service or Apparatus** - Company and Member assume all responsibility on their respective sides of the point of delivery for the electric service supplied and taken, as well as for any apparatus used in connection therewith.
- 5.1.1 Member and Company each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the electric service or the use thereof on their respective sides of the point of delivery. Company shall, however, have the right to suspend or terminate service in the event Company should learn of service use by Member under hazardous conditions or for illegal purposes.
- 5.1.2 Member shall exercise all reasonable care to prevent loss or damage to Company property installed on Member's premise for the purpose of supplying service to Member.
- 5.1.3 Member shall be responsible for payment of loss or damage to Company property on Member's premises arising from neglect, carelessness or misuse, and shall reimburse Company for the cost of necessary repairs or replacements.
- 5.1.4 Member shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing Company's meter.
- 5.1.5 Member shall be responsible for notifying Company of any failure in Company's equipment.
- 5.1.6 Member must give Company prior notice of an increase in load.
- 5.2 **Service Interruptions: Limitations on Liability of Company** - Company shall not be liable to Member for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by Company's willful misconduct or gross negligence. Company may, without incurring any liability therefore, suspend Member's electric service for periods reasonably required to permit Company to accomplish repairs to or changes in any of Company's facilities.
- 5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, Company may, in the public interest, interrupt service to other Members to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
- 5.2.2 **Rolling Blackouts/Brownouts** - In the event of a local, regional or national power shortage, Company may interrupt service to Members on a temporary, rotating basis until normal service can be restored.
- 5.3 **Company Access to Member Premises** - Company's authorized agents shall have safe access to Member's premises at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other Company property, and to inspect and determine the connected electrical load. Neglect or refusal on the part of the Member to provide such access shall be sufficient cause for discontinuance of service by Company, and assurance of access may be required before service is restored.
- 5.4 **Easements** - All suitable easements and right-of-ways required by the Company for any portion of the extension which is on premises owned, leased or otherwise controlled by Member shall be furnished in Company's name by the Member without cost to Company and in reasonable time to meet proposed service requirements. All easements and right-of-ways obtained on behalf of Company shall contain such terms and conditions as are acceptable to the Company. Any cost incurred to modify the Company's standard easement policy shall be borne by the Member.
- 5.5 **Load Characteristics** - Member shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other members or interference with operation of telephone, television or other communication facilities.
- 5.6 **Load Fluctuations** - Company may, at its option, require that all motors 50 HP and larger be equipped with reduced voltage starting equipment or such other control devices as will avoid unnecessary voltage surges on Company's system.

Motors designed for full voltage “across the line” starting may, at Company’s option, be permitted to operate from Company’s system if study by Company indicates that the operation of such motors will not be detrimental to service furnished other consumers. Advanced written permission by Company will be required for all “across the line” motor installations.

6. **METERING AND METERING EQUIPMENT**

6.1 **Member Equipment** - Member shall install and maintain all wiring and equipment beyond the point of delivery. Except for Company's meters and special equipment, Member’s entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by Company, the same must be furnished by Member.

6.1.1 Member shall provide in accordance with Company's current service standards, at no expense to Company, and close to the point of delivery, a sufficient and suitable space acceptable to Company's representative for the installation of Company's metering equipment.

6.1.2 Member shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three (3) feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of 6 feet 6 inches to any overhead obstruction.

6.1.3 Member shall, at his own expense, relocate meter or meters to a new location pre-approved by the Cooperative whenever the existing installation becomes unsafe, inaccessible or work space cannot be maintained.

6.2 **Service Connections** - Company will not install and maintain any lines and equipment on Member's side of the point of delivery except its meter. For the mutual protection of the Member and Company, only authorized employees of Company are permitted to make and energize the connection between the Company's service wire and Member's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 **Measuring Member Use** - All the energy sold to the Member will be measured by a commercially acceptable measuring device owned and maintained by the Company, except where it is impractical to meter loads such as street lighting, area lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of Company's meters will be conclusive as to the amount of electric power supplied to Member unless, there is evidence of meter tampering or energy diversion, or unless a test reveals Company's meter is in error by more than plus or minus two percent (2%).

6.3.2 If there is evidence of meter tampering or energy diversion, Member will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered. If meter tampering is established, a meter tampering fee of \$300 shall be assessed. Company will prosecute to the fullest level if it is determined that the Member has tampered with the meter.

6.3.3 If any meter after testing is found to be more than two percent (2%) in error, either fast or slow, proper correction shall be made of previous readings and an adjusted bill shall be rendered per 4.1.4. Member will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 Company shall, at the request of Member, reread Member’s meter within ten (10) working days after such request by Member. The cost of such rereads, which is (twenty-five) \$25, may be charged to Member, provided the original reading was not in error.

6.4 **Meter Testing**

6.4.1 Company shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 Company will individually test a meter upon Member's request. If meter is found to be within the two percent (2%) limit, Company may charge Member \$50.00 for the cost of the meter test. The results of the test will be furnished to the Member within a reasonable time after the test.

6.4.3 Member shall have the right to observe any individual meter test he has requested, or to have present an expert or other representative appointed by him.

6.5 **Master Metering**

- 6.5.1 **Resale of Electricity** – Member shall not resell electricity from the Company to any person except,
- i). where energy is purchased at rates specifically applicable to resale service, or
 - ii). where the charge to the tenants is absorbed in the rental for the premises or space occupied, or
 - iii). where the Member is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that the Company would charge for the service if supplied by it directly, or
 - iv). qualifies for submeter resale under the criteria identified in Section 6.5.4.
- 6.5.2 **Mobile Home Parks** - Company shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by the Company.
- 6.5.3 **Residential - Apartment Complexes - Condominiums and Other Multiunit Residential Buildings** - Company shall refuse service to all new construction of apartment complexes and condominiums which are master metered.
- 6.5.4 **RV Parks, Marinas, Small Craft Harbors, and Similar Type Service** - Master metering will be allowed at RV parks, marinas, small craft harbors and similar type of services. The master meter Member may submeter individual spaces, slips or berths. An "extended stay" or permanent residential, commercial, recreational or similar facilities shall be individually metered by the Company. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc. after the effective date of these Terms and Conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from the Company.

7. **TERMINATION OF SERVICE**

7.1 **Member Initiated Termination** – A Member requesting termination of electric service must provide the Company with at least two working days' notice and a disconnect date. The Member shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 **Company Initiated Terminations**

7.2.1 The Company may without liability for injury or damage disconnect service to any member for any of the reasons stated below, in accordance with the termination proceedings established herein and all applicable laws and regulations.

- a). Existence of obvious hazard to the health and safety of persons or property.
- b). Member has fraudulently obtained or is the beneficiary of any fraudulent practice in obtaining electrical service.
- c). Company has evidence of tampering with Company equipment or theft of Company equipment or electricity has occurred.
- d). When the Member has vacated the premises.
- e). In the event the Member uses electricity detrimental to the service of other members.
- f). Member violation of any Company rate schedules.
- g). Failure of Member to pay a delinquent bill for service.
- h). Failure of Member to meet or maintain deposit requirements.
- i). Failure of Member to provide reasonable access to Company's equipment and property.
- j). Failure of prior Member to pay a delinquent bill for service where the prior member continues to reside on premises.
- k). When necessary for Company to comply with an order of any Governmental agency having such jurisdiction.
- l). Company has evidence of unauthorized resale or use of electric services.

7.2 **Recognition Charge** During normal working hours, a reconnection fee of \$50 will be charged on accounts that have been disconnected pursuant to Company instituted termination of service provisions set forth herein. If the member requests reconnection of service to an account which has been disconnected after normal working hours, an additional charge of two hundred and fifty dollars (\$250.00) must be paid prior to service re-establishment.

7.2.1 To avoid discontinuation of service, Member may make payment in full, including any necessary deposit in

accordance with Section 2.5 or, at Company option, may make acceptable payment arrangements.

7.3 **Residential - Apartment Complexes - Condominiums and Other Multiunit Residential Buildings**

7.3.1 The Company requires and will provide, at developer's expense, remote service switches for remote disconnecting capability for new construction apartment complexes and other multi-unit residential buildings with multi-gang meter base.

7.4 **Residential Terminations**

7.4.1 During the months of December, January, and February, the Company shall not terminate heating service to a residential Member for nonpayment who is eligible to receive credits established under the energy subsidy program of 5117.11 of the Ohio Revised Code.

7.4.2 When the termination of service would be especially dangerous to health, as determined by the Public Utilities Commission, or make the operation of necessary medical or life-supporting equipment impossible or impractical and the Member establishes that he/she is unable to pay for such service in accordance with the utilities billing except, under an extended payment plan, service cannot be terminated until the termination procedure in 7.5 has been complied with.

7.4.3 From the fifteenth (15) day of November through the fifteenth (15th) day of the following April, the Company may terminate residential service for nonpayment if the account is more than thirty (30) days in arrears. Service may be terminated or limited in various ways, including but not limited to installing remote disconnect switches, metered disconnect sleeves, service load limiting devices, or by disconnection of the service at the transformer or secondary conductors.

7.4.4 In addition to the provisions set forth in 7.4.1 the Company shall not terminate electric service to any residential premise between December and the following March for nonpayment of electric service until the following have been attempted.

- a). At the time the Company provides notice of termination the occupant of the premises is notified where to obtain State, Federal or local aid for the payment of utility bills and for home weatherization.
- b). Makes prior contact with the Member by personal contact, telephone or hand delivered written notice.
- c). Informs the Member of the right to enter into a payment plan for payment of the unpaid balance.

7.4.5 The Cooperative will not disconnect electric service to the residential premises of any residential consumer who is deployed on active duty for nonpayment for electricity provided to the residential premises, other than as may be permitted by law.

7.5 **Termination Procedures**

7.5.1 The following general provisions apply to the termination of service to all residential and non-residential Members.

- a). Fifteen day advance written notice of intent to terminate for nonpayment, which can be included or be a part of monthly billing notice.
- b). Five day advance written notice of intent to terminate for reasons other than nonpayment, which can be included or be a part of monthly billing notice.
- c). Notice shall state reason for termination.
- d). Notice shall advise the Member of his right to dispute the reasons for such termination.
- e). Notice shall be considered given to the Member when a copy thereof is delivered to the service location or posted first class in the United States mail, addressed to the Member's last known address.
- f). Service may be terminated on or after the day specified in the notice without giving further notices, if the violation has not been satisfied
- g). Member shall not disconnect or terminate their own electric service for any reason.
- h). The Company shall have the right (but not the obligation) to remove any and all of its property.
- i). Where the occupant of a residential premises is a tenant whose landlord is responsible for payment of the service provided by the Company, the Company will give the tenant five (5) days' notice of its intent to discontinue service to residence.
- j). All terminations made on a day preceding a day that all services necessary for the Company to perform reconnection are not regularly performed shall be made before 12:30 p.m.

7.6 **Residential Service To Ill, Elderly or Handicapped Members Or Those With Dangerous Health Conditions or On Necessary Medical or Life Support Systems.**

7.6.1 In addition to the provisions set forth in 7.4.1., service to residential Members that are ill, elderly or handicapped who do not have the ability to pay will not be terminated until all of the following have been attempted.

- a). The Member has been made aware of the availability of funds from various governmental and social assistance agencies which the Company is aware of.
- b). Company has made a diligent effort to notify third party previously designated by Member.
- c). Company has attempted to make satisfactory payment arrangements with Member and/or previously designated third party.

7.6.2 In addition to the provisions set forth in 7.4.1 residential service shall not be terminated where the Member has an inability to pay and has established through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the Member's or a permanent resident residing on the Member's premises health, or where life support equipment used in the home is dependent upon electric service for operation.

7.6.3 A Member using the provisions of 7.5.2 shall be required to enter into a deferred payment agreement with the Company within ten (10) days after the scheduled termination date. If the Member refuses to enter into such an agreement service may be terminated with thirty (30) days' notice.

7.7 **Company Equipment**

7.7.1 The Company shall have the right, but not the obligation, to remove any and all of its property installed on the member's premises upon termination of service.

7.7.2 The Company, at its discretion, may install at the member's service location a remote disconnect switch or any electronic service control equipment any time the Company has to travel to the member's service location to terminate service.

8. **REMOVAL OF FACILITIES** - Upon the termination of service, Company may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to the Member, and Company shall be under no further obligation to serve Member.

9. **SUCCESSORS AND ASSIGNS** - Agreements for service shall be binding upon and for the benefit of the successors and assigns of Member and Company, but no assignments by Member shall be effective until Member's assignee agrees in writing to be bound and until such assignment is accepted in writing by the Company.

10. **WARRANTY** - There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of electricity by the Company to the Member. These Terms and Conditions state the entire obligation of the Company in connection with such sales and deliveries.

PASSED, APPROVED AND AMENDED at the regular meeting of the Hancock-Wood Electric Cooperative Board of Trustees, held on August 27, 2007, January 26, 2009 and March 28, 2011, December 18,2015, May 23, 2017, May 22, 2018, July 24 2018