

# **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

A Touchstone Energy® Cooperative 

## **SERVICE RULES AND REGULATIONS**

Approved: Board of Trustees 02-08-2016  
Issued by: \_\_\_\_\_  
General Manager

Effective: February 8, 2016

## Table of Contents

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>II.</b>	<b>DEFINITIONS .....</b>	<b>3</b>
<b>III.</b>	<b>BECOMING A MEMBER.....</b>	<b>4</b>
<b>IV.</b>	<b>REQUIREMENTS FOR SECURING ELECTRIC DISTRIBUTION SERVICE .....</b>	<b>5</b>
	A. Application for Membership .....	5
	B. Deposits .....	5
	C. Miscellaneous Fees and Charges .....	5
	D. Line Extension Policy.....	5
	E. Utility Easements and Right-Of-Way Specifications .....	9
	F. Conduit Installation.....	9
	G. Outdoor Lighting .....	10
	H. Cooperative’s Construction Rights.....	10
	I. Relocation, Retirement and Removal of Facilities .....	11
	J. Rate Schedules .....	11
<b>V.</b>	<b>USE OF ELECTRIC SERVICE.....</b>	<b>12</b>
	A. Meters and Metering .....	12
	B. Member Wiring.....	13
	C. Electric Distribution Service Limitations .....	14
	D. Liability of Cooperative .....	14
	E. Interruption of Service .....	14
	F. Member’s Responsibility.....	15
<b>VI.</b>	<b>BILLING PROCEDURES .....</b>	<b>16</b>
	A. Bills .....	16
	B. Meter Readings .....	16
	C. Terms of Payment/Collection .....	16
	D. Levelized Billing.....	17
<b>VII.</b>	<b>DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICES .....</b>	<b>18</b>
	A. Basic Disconnection .....	18
	B. Discontinuance of Service with Written Notice.....	18
	C. Discontinuance of Service at Member’s Request .....	19
	D. Reconnection of Electric Distribution Service.....	19
	E. Meter Tampering, Current Diversion and Unauthorized Reconnection .....	20
<b>VIII.</b>	<b>ELECTRIC SERVICE CHARACTERISTICS .....</b>	<b>20</b>
	A. Quality and Continuity of Service .....	20
	B. Voltage .....	21
<b>IX.</b>	<b>OFFICE LOCATIONS AND SERVICE HOURS .....</b>	<b>21</b>
<b>X.</b>	<b>MISSION STATEMENT .....</b>	<b>22</b>
<b>XI.</b>	<b>PRIVACY STATEMENT .....</b>	<b>22</b>
	<b>STATEMENT OF NON-DISCRIMINATION .....</b>	<b>23</b>

## I. INTRODUCTION

These filings set forth the terms and conditions under which electric service is supplied to its Members by Tri-County Electric Cooperative, Inc. within the service districts. Changes in the Service Rules and Regulations may be made from time to time to meet the new or unforeseen conditions by the Cooperative's Board of Trustees. The Service Rules and Regulations contained herein are not to be considered complete in every detail for furnishing electric distribution service, but are intended to be a general outline of the practices of the Cooperative.

The Cooperative upon request will provide any Applicant or Member with a copy of the rate schedules, terms, and conditions under which service will be supplied.

## II. DEFINITIONS

**Acceptable Credit** - demonstration of ability to pay bills in a timely manner as may have been demonstrated on an existing electric service account with the Cooperative or as reported by selected credit reporting agencies.

**Account** - an entity to hold financial transactions for which bills are created. At least one account is created for every meter activated for a Member.

**Applicant** - any person, firm, corporation, or public body requesting electric distribution service from the Cooperative.

**Business Day** - any calendar day or computer processing day in the Eastern United States time zone in which the general office of the Cooperative is open for business with the public.

**Cooperative** - Tri-County Electric Cooperative, Inc.

**Delivery Point** - the point where the Cooperative's service conductors attach to the Member's conductors or a point specified by the Cooperative when facilities are supplied.

**Distributions Service** ("Distribute", "Distributing", or "Distribution of") - the delivery of electricity through the distribution facilities of the Cooperative.

**Inspection Authority** - the authorized representative of any federal, state or local government agency having lawful authority to enforce federal, state, or local building codes.

**Mailed** - when referring to the presentment of bills refers to the date delivered to the United States Post Office and may refer to the date of electronic transmission of billing statement/information if that is the billing method selected by the Member.

**Member** - any person, firm, corporation, or public body who has complied with the terms and conditions of service, the rules and regulations of the Cooperative, and whose application for membership has been accepted by the Cooperative and is being supplied electric distribution service.

**Normal Business Hours** - 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays.

**Actual Job Cost** - the actual cost of providing the specified line extension facilities and is based on the actual construction costs after the line extension has been installed.

**Estimated Job Cost** - based upon construction cost estimates and is calculated before the installation of the line extension.

**Permanent/Full Time Resident** – the Member’s principal dwelling and is occupied by the Member the majority of the year. It is also the residence which the Member files homestead exemption with the local property appraiser’s office.

**CIAC** - Contribution in Aid of Construction

**Contract** - Agreement for Electric Service

**WPCA** - Wholesale Power Cost Adjustment

**Tax** - General Tax Adjustment

### **III. BECOMING A MEMBER**

Any person, firm, association, corporation or body politic or subdivision thereof shall become a Member of the Cooperative by:

1. Executing the Membership Application and/or Service Contract;
2. Paying the Membership fee;
3. Agreeing to purchase electric distribution service from the Cooperative;
4. Agreeing to comply with and be bound by the Articles of Incorporation, the Bylaws, the Service Rules and Regulations of the Cooperative, and any amendments thereto, that may be adopted from time to time by the Board of Trustees.

## **IV. REQUIREMENTS FOR SECURING ELECTRIC DISTRIBUTION SERVICE**

### **A. Application for Membership**

1. Any person, firm, association, corporation or body politic or subdivision thereof may become a member of the Cooperative as required by the Cooperative's Bylaws.
2. Any person, firm, association, corporation or body politic or subdivision thereof owing a debt to the Cooperative shall not be allowed to join the Cooperative or receive service from the Cooperative until the debt has been paid in full or arrangements satisfactory to the Cooperative have been made for the fulfillment of the outstanding debt.

### **B. Deposits**

1. A security deposit shall be collected in advance of connecting or reconnecting any service with respect to which the Cooperative determines that such deposit is needed to guarantee payment of the power bill.
2. Any required deposit shall be applied in accordance with the Cooperatives Rate Schedule as filed with the Public Service Commission.

### **C. Miscellaneous Fees and Charges**

Reference TCEC website ([www.tcec.com](http://www.tcec.com)) for Schedule of Fees, Charges, and Rates as filed with the Florida Public Service Commission.

### **D. Line Extension Policy**

#### New Service Requests

1. The standard construction practices for electric distribution lines shall be designed for the most economical and least cost route. If an alternative route is requested and the Cooperative agrees, the Member shall pay a Contribution in Aid of Construction (CIAC) based on the cost difference between the routes.

2. The Cooperative shall not be required to make any line extension until the applicant has met the following requirements:
  - i) A signed Application for Membership and Electric Service.
  - ii) A Utility Easement for the full line extension.
  - iii) All membership fees, deposits, service charges and applicable CIAC charges.
  - iv) Clearance from Sunshine State One Call of Florida regarding underground facilities in the area.
  - v) An inspection notification from the local county building inspector.
3. It is the Member's responsibility to secure and provide, at no cost to the Cooperative, a right-of-way easement acceptable to the Cooperative. All right-of-way easement acquisition, surveying and legal costs shall be borne by the Member.
4. The Cooperative will cut and trim the required amount of right-of-way in order to construct the line extension. However, the Member can cut or trim the right-of-way to reduce the amount of the CIAC payment.
5. The Member will be responsible and reimburse the Cooperative for regulatory permitting fees (e.g., FDOT and/or state, county or city crossing permits) and any other agency fees (e.g., Army Corps of Engineers, railroads). These fees will not be associated with the line extension costs that are subject to a CIAC payment.
6. For underground service, the Member will be required to provide and install conduit from the Member's point of service to the Cooperative's transformer pole, pad-mount transformer or secondary pedestal as specified by the Cooperative.
7. The Cooperative shall retain the ownership of all material and facilities installed by the Cooperative for the distribution of electric energy whether or not any amounts may have been paid as a CIAC by the Member or Developer. All lines and facilities constructed or installed by the Cooperative are the property of the Cooperative.

#### Primary Service Extensions

1. Line Extension for Single-Phase Service:
  - a. Electric service will be provided to any and all permanent, habitable buildings being used as a permanent residence or a place of business. The full time residence is defined as the Member's

principal dwelling and is occupied by the Member the majority of the year. It is also the residence which the Member files homestead exemption with the local property appraiser's office.

- b. A mobile type home shall be considered a permanent dwelling providing the following criteria has been met.
  - i) It is located on land owned by the Member.
  - ii) It is connected to permanent utilities.
  - iii) It is attached to a permanent foundation.
- c. The Cooperative will provide a standard line extension construction allowance. Line extension costs greater than the standard allowance will require a Contribution in Aid of Construction (CIAC) to be paid in advance of construction. The Cooperative may at its discretion utilize an Agreement for Electric Service to establish the terms whereas monthly CIAC payments can be paid over a specific period of time. A satisfactory credit score will determine if the Member is eligible for the monthly payment plan option.
- d. All Contribution in Aid to Construction (CIAC) agreements or contracts are considered to be a legal and binding contract between the Cooperative and the member. The CIAC monthly payments will be in addition to the member's normal monthly electric bill.
- e. Should the member default on the CIAC payments, the Cooperative will exhaust all means available to collect the remaining CIAC payments.

2. Line Extension for Multiphase Service:

The Member will be extended multiphase service under the same terms with the exception of an increased construction allowance equal to 1½ times the allowance of the Line Extension Cost Estimate for loads greater than 45 KVA.

3. Line Extensions into New Subdivisions:

- a. For line extensions into new subdivisions or developments, the developer(s) will be required to pay the full cost of installing the required facilities for the primary backbone system. All costs associated with individual services to lots and facilities from the primary backbone will require individual applications for service and will be calculated separately from the primary backbone

facility. The individual services will be extended under the same terms.

- b. In the event the developer(s) does not pay for the backbone primary line system to provide service to the subdivision(s) or development(s), the burden of payment will then become the responsibility of the individual(s) requesting service. Each individual requiring electric service will be responsible for the total cost less any allowance from the backbone to their point of service. Each consumer will be viewed individually. No reimbursement will be allowed to the original consumer should additional consumers connect to or extend from the facilities.
  - c. The Cooperative retains sole ownership of all facilities. The Cooperative will be responsible for the liability and maintenance of said facilities.
4. Non-standard single phase service to residences without full time occupancy or nonresidential points of service such as irrigation systems, wells, shops, barns and recreation vehicle sites will not be eligible for a line extension construction cost allowance.
  5. Permanent three-phase service such as commercial buildings, shops, stores, irrigation systems, etc., will be eligible for a line extension construction cost allowance.

#### Line Relocations and Conversions

If a Member requests a relocation of existing electric distribution facilities, the Member may be required to pay a CIAC for the cost to relocate the line. If the relocation results in benefits for both the Member and Cooperative, the relocation costs will be shared by the Cooperative and the Member.

#### Line Conversion to Multiphase

A request for multiphase service, where existing single-phase is adequate for the Cooperative needs, requires the Member to pay the total estimated cost of upgrading the line.

#### Temporary Service

The extension of electric facilities to temporary points of service will not be eligible for a line extension construction cost allowance. Construction cost estimates will include the installation and removal of electric facilities.



## **E. Utility Easements and Right-Of-Way Specifications**

A Utility Easement shall be executed by the Member and/or property owner(s) and will stipulate the following terms and the right-of-way shall be cleared to the following specifications:

1. Single-phase and underground extensions will require a minimum of 20 feet (10 feet on either side of the proposed line).
2. Two-phase and three-phase line extensions will require a minimum of 30 feet (15 feet on either side of the proposed line).
3. Dangerous and/or leaning trees, which may be outside of the designated easement, need to be removed if they will reach the power line should they fall. The property owner(s) should be contacted in these cases, if possible. If a tree is leaning and poses a hazard to an energized line, the public, or may result in power failure, the tree may be removed prior to the property owner(s) being contacted.
4. The Cooperative will cut and trim the required amount of right-of-way in order to construct the line extension. However, if the Member wishes to cut or trim the right-of-way to reduce the amount of the CIAC payment, he or she may do so. The right-of-way must be cut or trimmed to the Cooperative's specifications.
5. It is not the Cooperative's normal practice to remove debris resulting from cutting and/or trimming for new line extensions. If the Member desires the Cooperative remove right-of-way and debris from the Member's property, the Cooperative will remove such debris at the Member's expense. If the Member insists the Cooperative remove large wood, then the Cooperative will employ a contractor to remove and dispose of the large wood. The Member will be responsible for the costs charged by the contractor.
6. It may be necessary to obtain a Utility Easement from additional property owners in order to provide electric service to a Member. If the additional property owner(s) requests removal of the debris after cutting and/or trimming, then the Member requesting electric service will be required to pay for the removal of the debris as well as any debris on his/her own property. These costs will be in addition to the CIAC payment, which may be applicable.

## **F. Conduit Installation**

The Member will be required to provide and install conduit as specified by the Cooperative from the offset underground meter base at the Member's point of service to the Cooperative's transformer pole, pad-mount transformer or secondary pedestal for the installation of the underground service. The Cooperative's staking personnel will advise

the Member as to the size of the conduit required, the specific location where the conduit is to be installed and the installation depth.

## **G. Outdoor Lighting**

The installation of outdoor lighting offered by the Cooperative is as follows:

The Cooperative will install outdoor lighting to the Member's property for a one-time upfront payment, if applicable. The payment must be made in advance of construction. The conditions for the installation of Cooperative outdoor lighting are as follows:

1. The Member must execute a Utility Easement for an installation of an outdoor light installed on an existing Cooperative pole.
2. The Cooperative will only install outdoor lights on Cooperative owned poles.
3. The Cooperative will retain ownership of all facilities including poles, lights and conductor. The Cooperative will be responsible for the liability and maintenance of the facilities.
4. The Cooperative will repair or replace the outdoor lighting as stated in TCEC Policy 605 after the Member reports the outdoor light is not working properly.
5. After the outdoor light has been installed, it will be billed as part of the monthly bill at the appropriate rate schedule for the type of outdoor lighting installed.
6. The Cooperative cannot install outdoor lighting on rental property without a Utility Easement being executed by the property owner and payment of installation by the Member.

## **H. Cooperative's Construction Rights**

The Cooperative reserves the right to determine the point of attachment on the house, building or service pole for temporary and permanent installations. The Cooperative will use proper engineering practices and discretion in the decision of where to attach the structure. The Cooperative will work with the Member to insure a satisfactory service location. However, should the Member insist on an alternate attachment point which increases the cost, the Member will be required to pay the additional cost of labor and material.

## I. Relocation, Retirement and Removal of Facilities

The expense and cost associated with the relocation of facilities will be borne by the parties as follows:

1. If the relocation of facilities solely benefits the Cooperative, or if the Cooperative does not have legal rights to retain the facilities as is, then the relocation costs will be the responsibility of the Cooperative.
2. If the relocation of facilities solely benefits the Member or the property owner, then the relocation costs will be the responsibility of the Member or the property owner.
3. If the relocation of facilities benefits the Cooperative and the Member or the property owner, then the relocation costs will be jointly shared by the Cooperative and the Member or the property owner.
4. The Cooperative reserves the right to retire and remove electric facilities where a meter has not been active for a period of six months. If a Member requests the facilities be installed at the location once they have been retired, the construction will be viewed as a new line extension and will be applicable to the guidelines established.
5. If Member requests electric facilities be retired and removed from his or her property, the Cooperative will retire the facilities. However, if a Member requests electrical service at the same location in the future, the construction will be viewed as a new line extension and will be applicable to the guidelines established.

## J. Rate Schedules

RATE NO.	RATE DESIGNATION	DESCRIPTION
10	RS	Residential Service
12	RD	Residential Service - Demand
14	RST	Residential Service - Time of Day
16	RPP	Residential Service – Pre-Pay Service
20	GS	Commercial Service (Single-Phase)
22	GD	Commercial Service (Single-Phase) - Demand
24	GST	Commercial Service (Single-Phase) - Time-of-Day
30	CT	Commercial Service (Three-Phase)
32	CD	Commercial Service (Three-Phase) Demand
34	CTT	Commercial Service (Three-Phase) Time-of-Day
40	LP	Large Power Service (Three-Phase)

Approved: Board of Trustees 02-08-2016  
Issued by: \_\_\_\_\_  
General Manager

Effective: February 8, 2016

42	LPT	Large Power Service (Three-Phase) Time-of-Day
44	LPTV	Large Power Service (Three-Phase) Transmission Voltage
70	NM-1	Residential - Net Metering Service
50	OL	Outdoor Light Service
60	WPCA	Wholesale Power Cost Adjustment

## V. USE OF ELECTRIC SERVICE

### Connection Provisions

The Applicant shall make proper provisions for the connection of electric distribution service to the delivery point. In cases where service is provided from the Cooperative's aerial service wires and is connected to the Applicant's structure, it is the responsibility of the Applicant to furnish and install service entrance conductors, as required, between the Cooperative's point of attachment to the structure and the meter-mounting device. Provisions must be made by the Applicant for a structurally sound point of attachment, capable of withstanding the mechanical strain, which will occur because of the attachment of the service wires thereto and located in such a manner to maintain clearances of service wires as required by the National Electrical Safety Code.

### A. Meters and Metering

#### Ownership and Location

1. All meters and metering equipment used to measure the energy delivered from the facilities of the Cooperative to the Member's premise will be installed and owned by the Cooperative.
2. Meters shall be located approximately 5 feet above finished grade and on the outside of the building. The location of the meter and the point at which the Cooperative's supply lines terminate on the building shall be designated by the Cooperative.

The Cooperative shall have clear and unrestricted access to its metering equipment. There are exceptions with respect to certain large power Customers utilizing different metering equipment.

#### Test Requested by Member

The Cooperative will test a meter at the request of any Member free of charge provided that such a test is not required more often than once in twenty-four (24) months. If a test

is required more often than once in twenty-four (24) months, a charge will be made as specified in the Cooperative's tariff as filed with the Florida Public Service Commission.

A written report of the results of the test will be on file and shall be submitted to the Member at the Member's request.

#### Meter Inaccuracy

If a meter used to measure electric energy delivered to a Member's premise is tested and found to be inaccurate by an amount in excess of two percent, whether or not the inaccuracy is in the Member's favor or disfavor, the Member of the Cooperative may require that an adjustment to the bills be made. If there is an event, from which the Cooperative is certain that the meter inaccuracy is deemed to have begun, the adjustment to the bills may be made back to the time of the event. If the beginning of the meter inaccuracy event cannot be determined, adjustments to the bill will not exceed 12 months or as limited per current state statute. The effect of the adjustment will be rendered to the Member as an appropriate credit or debit entry on his subsequent statement for electric service.

#### Meter Failure

If the meter is found not registering at all, the Cooperative will use the best available information to estimate the monthly consumption of power and energy.

### **B. Member Wiring**

The wiring must conform to the National Electrical Code and the specifications of the Cooperative. Before connection of service, if covered by the local building code, the Member's installation must be approved by the Inspection Authority. In no event shall the Cooperative be under any obligation to inspect wiring or appliances of the Member, but where the Cooperative has reason to believe wiring or appliances of the Member do not comply with recognized requirements, the Cooperative may refuse to supply electricity to the Applicant.

The Member shall be responsible for notifying the Cooperative of any plans for adding appliances, equipment, and/or motors, which might overload or impair the electrical service or the facilities of the Cooperative. It is recommended that in the installation of a wiring system, the Member give consideration to all foreseeable future uses and installs service entrance conductors and equipment of such capacity as to carry the maximum anticipated future loads.

### **C. Electric Distribution Service Limitations**

To eliminate the possibility of error or loss, the Member, before purchasing motors or equipment, or undertaking to install wiring, shall secure from the Cooperative all necessary data relating to the characteristics of the electricity, which will be supplied. The Cooperative reserves the right to set limitations on current inrush characteristics, voltage flicker, demand power factor, or any other characteristic of motors, wiring, or any other equipment in order to protect the quality, reliability, and/or safety of its system, and/or the service to other Members.

### **D. Liability of Cooperative**

The electricity supplied under any agreement is distributed by the Cooperative and purchased by the Member upon the express condition that, after it passes the metering equipment of the Cooperative, or other point of delivery, it becomes the property of the Member to be used only as herein provided. The Cooperative shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity on the Member's premises or elsewhere, after it passes the Cooperative's metering equipment, or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the wires or appliances of the Member.

### **E. Interruption of Service**

The Cooperative will endeavor to maintain, as nearly as practical, full continuity of service but it cannot guarantee uninterrupted service. It is the Member's responsibility to provide an alternative electric power supply when interruptions cannot be tolerated, such as with medical or electronic equipment. The Member is also responsible for providing protection for his/her electric motors, apparatus, wiring and other equipment from the effects of interruption or abnormal service conditions, such as low voltage, high voltage, single-phasing, lightning damage or frequency change. The Cooperative will not be responsible for losses experienced by the Member due to their failure to provide such protection.

Without liability to the Cooperative, service may be interrupted or become abnormal because of any of the following causes:

1. Storms, accidents, equipment failure and/or acts of God.
2. 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 electricity to some Members or areas in order to limit the extent or duration of the adverse condition or disturbance, or to

prevent damage to generating or transmission facilities, or to expedite restoration of service, the Cooperative may, without incurring liability, take such action as appears reasonably necessary.

3. By order of governmental authorities.
4. To make repairs, to limit or reduce the duration of interruptions, or to prevent damage to the Member's or the Cooperative's equipment.

Upon correction of conditions, which caused the interruption, the Cooperative will be diligent in re-energizing its facilities when it is safe to do so. Upon any interruption of service, or any abnormal service, the Member should notify the Cooperative as soon as possible.

## **F. Member's Responsibility**

1. The Member shall be responsible for providing the Cooperative and/or its agent access to the Cooperative property installed on the Member's premises.
2. The Member shall be responsible at all times for the safekeeping of all Cooperative property installed on the Member's premises and to that end shall give no one, except authorized Cooperative employees or its agents, access to such property.
3. The Member may be liable for the cost of repairs or damage done to the Cooperative's property on the Member's premises resulting from the negligence of, or misuse by others
4. The Member shall be responsible for the maintenance and repair of the Member's wiring and equipment. Additionally, it is the Member's responsibility to provide adequate protection for their motors or other equipment as defined in the National Electrical Code. Should the Member report trouble with the delivery of electricity, the Cooperative will endeavor to respond with reasonable dispatch to such calls with the purpose of correcting only such trouble as may be in the Cooperative's equipment supplying said Member. If, after investigation, it is determined that the Cooperative's equipment is not at fault; a special trip charge may be applied to the Member's account.
5. The Cooperative retains responsibility only with respect to the actions of its employees and/or its agents in connection with property owned by the Cooperative.
6. The Member shall indemnify, hold harmless, and defend the Cooperative against all claims, demands, costs or expenses, for loss, damage, or injury to persons or

property in any manner directly or indirectly arising from or connected with, or growing out of the use of electricity by the Member at or on their side of the point of attachment.

## **VI. BILLING PROCEDURES**

### **A. Bills**

Bills will be rendered to Members monthly excluding members enrolled in the Pre-Pay Program. Bills will be computed using metered energy and power consumption and/or be based on applicable rates and fees on file and approved by the Florida Public Service Commission and/or contracts or agreements between the Member and the Cooperative. The Cooperative will prorate the bill when a Member's service starts or is terminated between regular meter reading periods.

### **B. Meter Readings**

The rates of the Cooperative for electric service are based on the condition that monthly meter readings shall be obtained. In the event a valid meter reading is not obtained prior to computing a bill, the Cooperative will use an estimated meter reading. Unless mutually agreed to by the Cooperative and the Member, an estimated meter reading will be used no more than two (2) consecutive billing periods.

In the event that the meter has failed and no valid meter reading is obtained, an estimated bill will be generated by the Cooperative using the best available information. The Cooperative may adjust estimated bills when actual information becomes available upon which to base the adjustment.

### **C. Terms of Payment/Collection**

Bills will be due when presented. Bills shall be considered presented when deposited in the United States mail for delivery, when otherwise delivered by the Cooperative to the address of the Member or when delivered by electronic means. Any amount not paid by the next billing date due date on the bill is classified delinquent.

Members with delinquent amounts will receive a notice of intent to disconnect. The notice will state the delinquent amount and that the service is subject to disconnection without further notice if the delinquent amount is not received in



the Cooperative's office within five (5) days of the date the delinquent notice was mailed.

If the bill remains unpaid at the end of such five-day notice, electric service to the premise of the Member shall be subject to disconnection without further notice.

The Cooperative reserves the right to apply any payment or payments made in whole or in part to any account due the Cooperative unless the Member has instructed otherwise. However, the Cooperative may apply any payments in excess of the account specified to other accounts due the Cooperative by the Member. Whenever payment is made by a check and/or other form of payment not honored by the institution upon which the payment is drawn, a fee shall be charged for returned payment in accordance with scheduled fees.

If the service is disconnected, the Member must pay all past due charges to date, the reconnect fee, plus all applicable fees and an additional deposit up to two times the average monthly bill, if applicable. If a final bill has been issued, then the Member must pay all charges to date. If a Member requires that service be reconnected at a time other than normal business hours, an after-hours reconnection charge will be assessed.

After disconnection of service, the Member shall be sent a final bill showing the outstanding amount owed after deducting all applicable credits.

#### **D. Levelized Billing**

A levelized billing program will be available for all residential Members in good standing who have been receiving service for a minimum of 12 months at the Member's present location and served under rate schedules serving only residential locations.

The Cooperative will use the billing history for the Member's location to determine the monthly levelized payment amount.

Levelized amounts are estimates/averages based on previous kWh consumption.

If the Member fails to make a regular levelized billing payment by the due date, collection efforts will be initiated as with any other account. If a Member fails to pay bills as rendered on the levelized billing program, the Cooperative will withdraw the levelized plan with respect to such Member and restore the Member to billing as provided for in the applicable rate schedules.

## **VII. DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICES**

### **A. Basic Disconnection**

Service conductors, meters and other Cooperative electric equipment shall not be disconnected by unauthorized persons.

The Cooperative reserves the right to discontinue, at any time, without notice, furnishing electric distribution service to a Member, irrespective of any claims pending against the Cooperative, upon the occurrence of any one or more of the following events:

1. Whenever the conditions of the Member's wiring, equipment and appliances are either unsafe or unsuitable for receiving electricity;
2. When the Member's use of electricity or equipment interferes with the delivery of electricity by the Cooperative to any other Member.
3. Whenever the Cooperative has reasonable cause to believe that a Member is, or has been, receiving electric distribution service without paying or that the Member in any manner interferes with the proper metering of such electric distribution service; the Member shall pay for any costs incurred by the Cooperative as a result of such actions by the Member;
4. Whenever the Member has denied a representative of the Cooperative access to the Cooperative's meters, wires, facilities or other apparatus installed on the Member's premises: In any case of any misrepresentation by the Member to the Cooperative (such as falsifying information on the Application);
5. Emergency repairs or alterations;
6. Unavoidable shortages or interruptions in the Cooperative's source of supply, other cases of emergency;
7. When ordered by governmental authorities.

### **B. Discontinuance of Service with Written Notice**

Notice of discontinuance shall be considered to be given to a Member when such notice is left with the Member, left at the premises where the bill is rendered, posted in the United States mail to the address shown in the Cooperative's records or when delivered by electronic means:

1. Failure to comply with the Bylaws or the Cooperative's Service Rules and Regulations;
2. Failure to pay bills for electric services provided by the Cooperative;
3. Failure to pay any required deposit;
4. Failure to comply with terms of payment agreement, contract, or agreement for the purchase of electric distribution service;
5. Failure to correct any safety hazard having to do with the electric service, judged by the Cooperative to be serious, but not life threatening;
6. Failure to correct violations of the National Electric Safety Code and the American National Standard Code for Electricity Metering caused by changes in the structure or grade.

**C. Discontinuance of Service at Member's Request**

A Member's electric service will be disconnected within a reasonable time after receipt of such request from the Member to the Cooperative. Request for disconnection of service does not relieve the Member of his obligation to the Cooperative.

**D. Reconnection of Electric Distribution Service**

1. **Compliance with Service Rules and Regulations**  
If the electric distribution service has been discontinued for any of the reasons covered by Section VII.A. "Basic Disconnection", the Member shall comply with all Service Rules and Regulations before the service is reconnected.

2. **Settlement of Charges and Fees**

Any Service disconnected for nonpayment normally shall not be reconnected until full payment is received for the following:

- a. All past due charges to date unless the final bill has been issued, then all charges to date.
- b. A reconnection charge and/or applicable fees.
- c. Any required deposits.

Settlement of charges and fees received before 4:00 P.M. during any business day shall entitle a disconnected Member to be reconnected on the same day for a normal business hours reconnection charge. If a Member requires the service be reconnected at a time other than normal business hours, an after-hours reconnection charge will be assessed. This charge will be determined in accordance with Schedule of Fees and Charges. No account that was disconnected for non-payment will be connected after 9:00 P.M. Requests for reconnects after 9:00 P.M. will be worked the next business day.

#### **E. Meter Tampering, Current Diversion and Unauthorized Reconnection**

The Cooperative may pursue any criminal complaint procedure available under the law. Before reconnection of any service disconnected for meter tampering, current diversion, or unauthorized reconnection of service, the Member normally must comply with the following conditions:

1. Pay for all damages to Cooperative equipment resulting from the tampering and/or damages and provide sufficient deposit to cover future tampering or damages.
2. Pay an amount estimated to be sufficient to cover service used or service received.
3. Pay the Meter Tampering Fee and Reconnection Service Charge, if applicable.
4. Pay any other required deposits as required for securing electric distribution service.
5. Pay a fee to cover the cost of testing the meter in accordance with the Schedule of Fees and Charges.
6. Make any changes in wiring or equipment, which, in the opinion of the Cooperative, may be necessary for the protection of the Cooperative.

### **VIII. ELECTRIC SERVICE CHARACTERISTICS**

#### **A. Quality and Continuity of Service**

The quality of service supplied by the Cooperative shall be in accordance with the accepted standards of the electric utility industry. The Cooperative shall endeavor to provide continuity of electric distribution service as outlined in Section V: Item E "Interruption of Service."

**B. Voltage**

The Cooperative's standard voltage for lighting and other domestic uses shall be 120/240 volts, 60 cycles, single-phase alternating current. Other voltages may be furnished by special arrangements with the Cooperative and at the option of the Cooperative. The Cooperative will endeavor to maintain the voltage within 7.5% above or below the standard voltage at the delivery point of the Cooperative's service conductors on the Member's premise. Variations in voltage in excess of that specified caused by the action of the elements, the nature of the Member's equipment, acts of God, or any other reasons beyond the reasonable control of the Cooperative, shall not be considered as violations of these permissible variations.

**IX. OFFICE LOCATIONS AND SERVICE HOURS**

The Cooperative's main office is located at:

2862 West US 90 Telephone: (850) 973-2285  
Madison, Florida 32340 (800) 999-2285

Mailing Address:

2862 West US 90  
Madison, Florida 32340

The Cooperative has district offices in the following cities:

Perry district  
1506 South Jefferson Street  
Perry, Florida 32348

Monticello district  
700 South Jefferson Street  
Monticello, Florida 32344

Greenville district  
13796 Hwy 90  
Greenville, Florida 32331

Steinhatchee district  
14 15<sup>th</sup> Street SE  
Steinhatchee, Florida 32359

The Cooperative's Madison, Perry, Monticello, and Steinhatchee offices are open Monday through Friday from 8:00 A.M. until 5:00 P.M. The Cooperative's Greenville office is open Monday through Friday from 8:30 A.M. until 12:30 P.M. Office hours are subject to change at the discretion of management.

All Cooperative offices are closed in observance of the following holidays:

New Years Day	
Martin Luther King, Jr. Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
July Fourth	Christmas Day
Labor Day	

In the event that New Year's Day or the Fourth of July falls on Saturday, the scheduled day off will be the Friday before the Holiday. If New Year's Day or the Fourth of July falls on Sunday, the scheduled day off will be the Monday after the Holiday. In the event that Christmas falls on Saturday or Sunday, then the Christmas Eve Holiday will be taken on the Friday before Christmas and the Christmas Holiday will be taken on the Monday after Christmas day.

## **X. MISSION STATEMENT**

Quality– Safe–Affordable Electric Service Powered By Members

## **XI. PRIVACY STATEMENT**

In the course of doing business with our Members, the Cooperative collects information, which is necessary to provide electric service. The Cooperative recognizes the importance of protecting this information and strives to maintain our Member's privacy.

**The Information We Collect** – At the Cooperative, we collect and maintain nonpublic personal information about our Members in order to provide electric service and to service their account. The information we receive comes from the applications and other forms members are asked to complete. This information includes items such as name, address, Social Security Number, property information, information regarding transactions with us, payment history, information we receive from consumer reporting agencies and other groups regarding credit history and other reports, and for those members participating in electronic funds transfer or energy loan programs, and account information from financial institutions. The Cooperative complies with the Red Flags Rule established by the Federal Trade Commission to protect our members from identify theft.

**Protecting Member Information** – The Cooperative is committed to protecting our member's nonpublic, personal information. At the Cooperative, we maintain high standards to ensure the security and confidentiality of our records and our member's information. We have designed our business practices so that the personal information of our members is properly gathered, stored and processed so that member information is only available to those

individuals who may need it to provide the member with our services. The Cooperative has established physical, electronic and procedural safeguards to protect Member information as well. Additionally, should the member's relationship end with us at some time in the future, the information will remain protected as outlined in this notice.

**Sharing Information With Affiliated Third Parties** – The Cooperative may share the information we collect as described above with companies that work with us or provide services on our behalf so that we may provide our members with the services requested. These companies might assist us, for example, in fulfilling service request(s), processing member's account or assist us with maintenance of member accounts. All of these companies are contractually obligated to keep the information that we provide to them confidential and they must use the information only to provide the service we have asked them to perform.

**Sharing with Non-Affiliated Third Parties** – The Cooperative does not sell, share or otherwise disclose Member information with marketing firms or other non-affiliated third parties. The Cooperative may, however, share information with credit bureaus and similar organizations, and otherwise as required or permitted by law. We also may share nonpublic personal information when specifically authorized to do so by the member.

**Modifications To Our Privacy Statement** – The Cooperative reserves the right to amend the privacy practices from time to time.

## **STATEMENT OF NON-DISCRIMINATION**

Tri-County Electric Cooperative, Inc. is subject to the provisions of Title VII 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, which provide that no person in the United States on the basis of race, color, national origin, sex, religion, 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 organizations programs or activities.

Approved: Board of Trustees February 8, 2016  
Issued by: \_\_\_\_\_  
General Manager

Effective: February 8, 2016