

**RULES AND REGULATIONS FOR ELECTRIC SERVICE
PARKE COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION**

Sec. 1. Definitions.

- (A) The word “REMC” shall mean Parke County Rural Electric Membership Corporation.
- (B) The word “member” shall mean any person, firm, corporation, municipality, or other government agency which has agreed, orally or otherwise, to pay for electric service received from the REMC.
- (C) The word “disconnection” shall mean the termination or discontinuance of electric service.
- (D) The words “late payment charge” shall mean the one-time penalty assessed by the REMC upon all current unpaid bills at such time as they become delinquent.

Sec. 2. Records to be Kept.

- (A) All records required by these rules shall be preserved for at least three (3) years except as otherwise provided herein or required by law. Such records shall be kept at the REMC’s principal place of business, or at such other places as the REMC shall designate.

Sec. 3. Meter Records.

- (A) Whenever any meter in service is tested, a record shall be preserved for at least three (3) years containing the information necessary for:
 - (1) identifying the meter; and
 - (2) the reason for making the test; and
 - (3) the reading of the meter before the test; and
 - (4) the result of the test; and
 - (5) the accuracy of the meter as found; and
 - (6) the accuracy of the meter as left

together with all data taken at the time of the test in sufficiently complete form to permit

the calculation of the average accuracy for billing adjustments if required.

- (B) Permanent records shall also be kept and systematically arranged for each meter currently owned or used by the REMC and for at least three (3) years thereafter, the year of purchase, its identification, and the record of the last test to which it has been subjected, with date and general results of the test. These records shall apply to all meters purchased after the effective date of this rule and to all other meters insofar as the information is available.

Sec. 4. Location of Meters.

- (A) All meters shall be located outdoors where they are easily accessible for reading, testing, and making necessary adjustments and repairs.
- (B) Meters shall not be placed on any unstable partitions or supports. Unless unavoidable, meters should not be installed in any location where the visits of the meter technician or tester will cause unreasonable annoyance to the member or undue inconvenience to the REMC.
- (C) When multiple meters are placed on the same meter board, the distance between centers may be specified by the REMC, but in no case shall such distance be less than 7 1/2 inches. Upon request by the residential member, the REMC shall provide the member with the number of the meter which serves the individual member's premises, to provide the member with an opportunity to verify the meter readings. On an installation where similar types of meters record different units (kWh and KVAR, for example) the meters shall be tagged or marked to indicate the units recorded. Meters should not be less than four (4) feet nor more than six (6) feet above the final standing surface, measured from the center of the meter cover, unless authorized by the REMC.

Sec. 5. Meter Testing Equipment and Facilities.

- (A) The REMC shall provide or have available such standard meters, instruments and other equipment and facilities as may be necessary to make the tests set forth in these rules.
- (B) It is assumed that each new watt-hour meter has been tested at the factory; however, the REMC reserves the right to test further if deemed necessary.
- (C) Reference Standards. If the REMC does in-house testing it shall provide or have available suitable indicating electrical instruments, wattmeters and watt-hour meters (hereinafter called "reference standards") as may be necessary for testing the accuracy of watt-hour meters. Thereference standard may be a service type watt-hour meter. Reference standards of all kinds shall be tested and adjusted, if necessary, at least once every two (2) years by a recognized standardizing laboratory.

- (D) If the REMC has an independent testing company perform the meter testing, that testing company must provide a written statement that it has its reference standards tested and adjusted, if necessary, at least once every two (2) years by a recognized standardizing laboratory.
- (E) Portable Standards. All portable watt-hour meter standards shall be checked against the corresponding reference standards as often as may be necessary to give reasonable assurance that the errors will not change enough between successive calibrations to materially affect the results of measurements involving their use. If such check shows any portable watt-hour meter standard to be in error more than one percent (1%) plus or minus, at any load at which the standard will be used, the standard shall be tested, adjusted and certified in the laboratory of the REMC, or in some other approved laboratory, unless calibration correction is used. Each portable watt-hour meter standard shall at all times be accompanied by a certificate or calibration card, signed by the proper authority, giving the date when it was last certified.
- (F) Portable Indicating Instruments. All portable indicating electrical testing instruments, such as voltmeters, ammeters and wattmeters, when in regular use in testing purposes, shall be checked against suitable reference standards as often as may be necessary to give reasonable assurance that the errors will not change enough between successive calibrations to materially affect the results of measurements involving their use, and if found appreciably in error at zero of more than one percent (1%) of full scale value at commonly used scale deflection shall, unless calibration correction is used, be adjusted and certified in some approved laboratory.
- (G) Records of certification and calibration. Records of certification and calibration shall be kept on file in the office of the REMC or a place designated by the REMC.

Sec. 6. Accuracy of Metering.

- (A) No watt-hour meter that registers at no load (the moving element making more than one (1) complete revolution when at “no load”), when the applied voltage is less than one hundred ten percent (110%) of standard service voltage, shall be placed in service or allowed to remain in service in such condition.
- (B) No meter shall be placed in service or allowed to remain in service that is in any way mechanically defective, has incorrect constants, or has not been tested for accuracy of measurements and adjusted, if necessary, to meet the following requirements:
 - (1) For watt-hour meters, the following:
 - (a) Average error not over two percent (2%), plus or minus.
 - (b) Error at full load not over one percent (1%), plus or minus.

- (c) Error at light load not over three percent (3%), plus or minus.
- (2) For integrating demand meters, the following:
 - (a) Electric element errors shall not exceed the limits specified for watt-hourmeters.
 - (b) For timing element, a cumulative error shall not be in excess of plus or minus two percent (2%) for the entire billing period. If the time of day is a factor in the rate schedule, the timing element, when operating under normal conditions of service, shall not indicate a difference of more than ten (10) minutes from correct time, and any incorrect indication of time caused by the temporary loss of utility service shall be corrected by the REMC by the end of the following work day.
- (3) For lagged demand meters, the following:
 - (a) For electromagnetic type, the error shall not exceed two percent (2%), plus or minus, of full scale indication.
 - (b) For thermal type, the error shall not exceed four percent (4%), plus or minus, of full scale indication.
- (4) Watt-hour meters, except self-contained meters, which are to be used on circuits supplying inductive load, shall also be tested before installation at one hundred percent (100%) of manufacturer's rated test current at fifty percent (50%) lagging power factor, and, if necessary, adjusted so that the error under such conditions will not be more than two percent (2%), plus or minus. All new meters may be tested by ameter manufacturer if certified tests are supplied.
- (C) Where instrument transformers are used for metering, the ratio of transformation must be determined before installation; such information will be kept on file by the REMC.

Sec. 7. Tests of Electric Meters in Service.

- (A) Watt-hour Meters. All single-phase and three-wire network meters shall also be tested as deemed appropriate by the REMC or upon the request of a member per following rule 8.
- (B) Demand Meters. Each demand meter, including thermal types, shall be tested as often as the watt-hour meter with which it is associated and, as nearly as practicable, at the same time.

Sec. 8. Meter Tests Upon Request by Member.

- (A) The REMC will test the accuracy of registration of a meter upon request by a member. A second test of this meter may be requested after twelve (12) months. The member may be required to bear the full cost of any subsequent tests of this meter when the meter is found to be in compliance with the REMC's rules and regulations as stated herein. A report giving the results of such tests shall be made to the member and a complete record of the same shall be kept on file.

Sec. 9. REMC Electric Bills.

- (A) Section 9, the REMC Electric Bills, shall not apply to prepaid service accounts.
- (B) A bill rendered periodically to a member for electric service must show at least the following information:
 - (1) The dates and meter readings of the meter at the beginning and end of the period for which the bill is rendered and the billing date.
 - (2) The number and kind of units of service supplied.
 - (3) The billing rate code.
 - (4) The service or minimum charge, if applicable.
 - (5) The previous balance, if any.
 - (6) The amount of the bill.
 - (7) The sum of the amount of the bill and the late payment charge.
 - (8) The date when the bill becomes delinquent and the date the late payment charge will be added to the bill.
 - (9) If an estimated bill, clear and conspicuous coding or other indication identifying the bill as an estimated bill.
 - (10) Printed statements or actual figures, or both, on either side of the bill must inform the member of the due date which ends the non-penalty period.
 - (11) An easily understood explanation of all codes or symbols, or both, used.
 - (12) The REMC may also include in the bill charges for other services rendered to the member and collect for those services using these same rules, including

disconnection for nonpayment.

- (C) A bill is considered delinquent unless payment is received by the end of the day designated as the due date stated on the bill. A delinquent bill shall be assessed a late payment charge. The late payment charge shall be four percent (4%).
- (D) The REMC may estimate a member bill due to:
 - (1) a member request to estimate a bill; or
 - (2) inclement weather; or
 - (3) inaccessibility of a member's meter, if the REMC has made a reasonable attempt to read it, or
 - (4) other circumstances beyond the control of the REMC, its agents, and employees.
- (E) The REMC shall, upon a member's request, and not less than once in a twelve (12) month period, compute and render a bill pursuant to an actual meter reading taken by the REMC.
- (F) The REMC has an alternative billing method, commonly called budget or leveled billing.
- (G) The REMC has developed a round-up charitable billing plan. This plan allows the REMC to round-up to the next even dollar amount the member's bill for a billing period unless member has declined participation. The difference between the member's estimated or actual bill for electric service and the rounded up bill may be contributed, when paid by the member, to the REMC's tax exempt foundation or qualified Internal Revenue Code Section 501(c)(3) trust for investment or use for charitable purposes in the REMC's service territory.

Sec. 10. Adjustment of Bills.

- (A) Adjustments Due to Meter Errors. If any service meter, after being tested, as provided for in these rules, is found to have a percentage of error greater than three percent (3%) for watt-hour meters and four percent (4%) for demand meters, the bills for service shall be equitably adjusted as determined by the REMC to the known date of error, if determinable, or one (1) year, whichever is shorter.
- (B) Billing Adjustments. All billing errors, including incorrect tariff applications, may be adjusted to the known date of error or for a period of one (1) year, whichever period is shorter.

Sec. 11. Member Creditworthiness/Service for Existing Location.

- (A) The REMC may determine the creditworthiness of an applicant or member in an equitable and nondiscriminatory method:
 - (1) without regard to the economic character of the area wherein the applicant or member resides; and
 - (2) solely upon the credit risk of the applicant or member without regard to the collective credit reputation of the area in which he or she lives.
- (B) Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant qualifies from the credit check through a credit agency service.
- (C) If the applicant fails to establish that he or she is creditworthy under subsection (B), the applicant may be required to make a cash deposit. Such deposit shall not exceed two (2) times the highest monthly billed usage at the address at which service is rendered.
- (D) If the REMC uses a credit check process to determine whether an applicant is creditworthy and requires a deposit as a condition of providing service, the REMC, or their agent shall send the affected member a risked-based pricing notice or adverse notice.
- (E) If the REMC requires a cash deposit as a condition of providing service, then it must immediately send a written notice to the applicant stating the precise facts upon which it bases its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his or her creditworthiness.
- (F) The REMC may require a present member to make a cash deposit when the service to the member has been disconnected. The amount of such deposit may not exceed two (2) times the highest monthly billed usage at the address at which service is rendered.
- (G) Requirements for interest upon deposits shall be as follows:
 - (1) Deposits held more than twelve (12) months shall earn interest beginning on the thirteenth month at a rate of one percent (1%) per annum retroactive to the date it was paid.
 - (2) The deposit shall not earn interest after the date it is mailed or personally delivered to the member, or otherwise lawfully disposed.

- (H) Requirements for refunds shall be as follows:
- (1) Any deposit or accrued interest shall be promptly refunded to the member without the member's request when the member submits satisfactory payment for a period of twelve (12) consecutive months with no more than two (2) late payments.
 - (2) Refunds of deposits or accrued interest issued under this section must be accompanied by a statement of accounting for each transaction affecting the deposit and interest.
 - (3) Following member-requested termination of service, the REMC shall:
 - (a) apply the deposit, plus accrued interest, to the final bill; or
 - (b) if deposit plus accrued interest exceeds the final bill, the excess will be refunded within fifteen (15) days after the final bill is produced.
 - (4) The REMC shall maintain a record of each applicant or member making a deposit that shows the following:
 - (a) The name of the member.
 - (b) The current address of the member so long as he or she maintains an active account with the utility in his or her name.
 - (c) The amount of the deposit.
 - (d) The date the deposit was made.
 - (e) A record of each transaction affecting such deposit.
 - (5) Upon request, each member shall be provided a written receipt from the REMC for his or her deposit paid in full or for partial payment. The REMC shall provide a reasonable method by which a member who is unable to locate his or her receipt may establish that he or she is entitled to a refund of the deposit and payment of interest thereon.
 - (6) Any deposit made by the applicant, member, or any other person to the REMC (less any lawful deductions), or any sum the REMC is ordered to refund for utility service, that has remained unclaimed for one (1) year after the REMC has made diligent effort to locate the person who made such deposit or the heirs of such person, shall be presumed abandoned and become the property of the REMC.

- (I) In lieu of paying the deposit, an applicant may choose to be put on the prepaid service rate. In doing so, the applicant agrees to the terms, fees, and conditions of this rate.
- (J) A member shall not be permitted to obtain electric service from the REMC for a residence, office, building, premise, structure, facility, or other location (“Location”) if the REMC previously provided electric service to the Location and if the Location is or was:
 - (1) occupied by a member who owes the REMC for electric service provided to or for the Location, if the person or entity applying for electric service at the Location resided at, engaged in business at, owned, controlled, or otherwise occupied (“Occupied”) the Location when the REMC provided the electric service; or
 - (2) previously occupied by an entity owned or controlled by the person applying for service, which entity owes the REMC for electric service provided to or for the Location.

Sec. 12. Disconnection of Electric Service.

- (A) The member shall notify the REMC at least three (3) days in advance of the day disconnection is desired. The member shall remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notice. Upon request by a member of the REMC to disconnect service, the REMC shall disconnect the service within three (3) working days of the requested disconnection date. The member shall not be liable for any service rendered to such address or location after the expiration of three (3) such days. The REMC shall not be liable for damages, in contract or in tort, for any damages caused to the member or any other person as a result of disconnect service at the request of the member.
- (B) Unless the member has selected prepaid service, the REMC may disconnect service without request by the member of the service and without prior notice only:
 - (1) if a condition is dangerous or hazardous to life, physical safety or property exists; or
 - (2) upon order by any court or other duly authorized public authority; or
 - (3) if fraudulent or unauthorized use of electricity is detected and the REMC has reasonable grounds to believe the affected member is responsible for such use; or
 - (4) if the REMC’s regulating or measuring equipment has been tampered with and the REMC has reasonable grounds to believe that the affected member is

responsible for such tampering; or

- (5) if the member has installed generation or fuel cells without proper safety equipment to ensure current cannot back feed through the REMC's power lines causing unsafe conditions for the REMC's employees working on the power lines.

If the member has selected prepaid service, disconnect may occur as described above or as otherwise in accordance with the terms, fees, and conditions of the prepaid service rate.

- (C) Except as otherwise provided in subsections (A) and (B) of this rule, the REMC will postpone the disconnection of service for up to ten (10) days if, prior to the disconnect date specified in the disconnect notice, the member provides the REMC with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the member and specifies the type or form of life support system being used for which electricity is required. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provision of an additional such medical statement.
- (D) Unless the member has selected prepaid service, the REMC may not disconnect electric service to the member:
 - (1) Upon his/her failure to pay for services to a previous unrelated occupant of the premises to be served.
 - (2) If the member pays the past due portion of the bill by the disconnect date stated on the bill.
 - (3) If the member makes a payment arrangement no later than one day before the disconnect date listed on the bill or disconnect notice:
 - (a) The availability of a payment arrangement is based on the member's account credit history.
 - (b) If a payment arrangement is broken by the member, no further payment arrangements will be made for a period of four (4) months from the date the payment arrangement was broken, except as otherwise provided below.
 - (c) If a member breaks a payment arrangement a second time within (12) months of the first broken payment arrangement, no additional payment arrangements will be available to the member for the twelve (12) month period following the date the most recent payment arrangement was

broken.

- (d) Funds returned as insufficient constitute a broken payment arrangement for purposes of these rules and regulations.
- (e) For those members who have made a payment arrangement, the payment arrangement date will supersede the disconnect date listed on the bill or disconnect notice.

Provided, however, the REMC may add to the outstanding bill a late payment charge not to exceed the amount set pursuant to these rules and regulations.

- (4) If a member or user is unable to pay a bill, which is unusually large due to a prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two (2) months, stopped or slow meters, or any human or mechanical error of the REMC, and the member:
 - (a) pays a reasonable portion of the bill, not to exceed an amount equal to the member's average bill for the six (6) bills immediately preceding the bill in question; and
 - (b) agrees to pay and does pay the remainder within a reasonable period of time; and
 - (c) agrees to pay and does pay all undisputed future bills for service as they become due.

Provided, however, that the REMC may not add to the outstanding bill any late fee.

- (E) The REMC may disconnect a member's meter if the member's meter is inaccessible, provided the REMC has made a reasonable attempt to read it and provides a disconnect notice to the member consistent with the requirements for disconnect notices required in event of nonpayment.
- (F) The REMC will disconnect service during its normal business hours, except that disconnections pursuant to subsections (A) and (B) of this rule and disconnections pursuant to the terms and conditions of prepaid service are not subject to this limitation.

The REMC will not disconnect service for nonpayment on any day, or beyond twelve noon (12:00 pm) of the day immediately preceding any day, on which the REMC's office is not open to the public.

- (G) Except as otherwise provided herein, and except as provided in the terms and conditions of prepaid service, service to any member shall not be disconnected for a

violation of any service rule or regulation of the REMC or for the non-payment of a bill, except after fourteen (14) days' prior written notice to such member by:

- (1) mailing the notice to such member at any address shown on the records of the REMC, in which case the notice may be included on the member's monthly billing; or
 - (2) personal delivery of the notice to the member or a responsible member of his/her household or business at any address shown on the records of the REMC; or
 - (3) the disconnect notice for nonpayment may be rendered by including said notice on a billing rendered to the member. The notice should be in language which is clear, concise, and easily understandable to a layman and shall state:
 - (a) the date of proposed disconnection;
 - (b) the basis and/or reason for the proposed disconnection;
 - (c) the telephone number of the REMC's office which the member may call during regular business hours in order to question the proposed disconnection or seek information concerning his/her rights;
 - (d) that service may be disconnected to all meters jointly or singly in the member's name; and
 - (e) a reference to the pamphlet furnished to the member under these rules and regulations for information as to the member's rights.
- (H) If the REMC has provided notice to a member that service to the member will be disconnected pursuant to this Section 12(F), the REMC may disconnect service to all meters held jointly or singly in the member's name.
- (I) When the employee designated to physically perform the disconnection has disconnected the services, the employee shall give to a responsible person at the user's premises or shall leave at a conspicuous place on the premises, a notice stating that service has been disconnected and stating the address and telephone number of the REMC where the user may arrange to have service reconnected. This requirement shall not apply if the REMC remotely disconnects the service.

When an employee physically performs a disconnection on-site, the employee shall have in his/her possession information sufficient to enable the employee to inform the member or other responsible person the reason for disconnection, including the amount of any delinquent bill of the member, and shall request the member for any available verification that the outstanding bill has been satisfied or is currently in dispute pursuant

to review.

Upon the presentation of such credible evidence, service shall not be disconnected.

The employee shall be prohibited from accepting payment from the member, user, or other responsible person in order to prevent the service from being disconnected. The REMC shall notify its member with regard to the non-acceptance of payment by such employee and shall follow such policy without discrimination.

- (J) After disconnection, reconnection will not be made until the member pays in full all delinquent bills, a deposit as set forth in Rate Schedule Appendix B, and a reconnection fee as established by the Board of Directors of the REMC from time to time and as set forth in Rate Schedule Appendix B. All reconnect fees are required to be paid in the REMC's office during regular office hours. Reconnect fees paid prior to regular office hours on days which the REMC's office is open are subject to the REMC's standard reconnect fee rate.

If the REMC disconnects service in violation of these service rules and regulations, service shall promptly be restored at no charge to the member.

The REMC will reconnect the service to the member or user as soon as reasonably possible but at least within one (1) working day after it is requested to do so if the member has satisfied the requirements of these service rules and regulations.

Sec. 13. Winter Disconnects.

- (A) Consistent with Indiana Code 8-1-2-121, without member request, the REMC will not, during the period from December 1 through March 15, disconnect electric residential service to any member who either is receiving or who is eligible for and has applied for assistance under Indiana Code 4-4-33.
- (B) During the period from December 1 through March 15, the REMC may not disconnect service to such members if:
 - (1) the members' eligibility to receive benefits pursuant to Indiana Code 4-4-33 is being determined by a local Community Action Agency or its designee after the approval from the local Agency; or
 - (2) the member has furnished to the REMC proof of his application to receive such benefits or the REMC has been so notified in writing by a local Community Action Agency or its authorized representatives.
- (C) This rule does not prohibit the REMC from terminating residential electric service upon the request of a member or under the following circumstances:

- (1) If a condition is dangerous or hazardous to life, physical safety, or property exists.
- (2) Upon order by any court or other duly authorized public authority.
- (3) If fraudulent or unauthorized use of electricity and the REMC has reasonable grounds to believe the affected member is responsible for such tampering.
- (4) If the REMC's regulating or measuring equipment has been tampered with and the REMC has reasonable grounds to believe that the affected member is responsible for such tampering.

Sec. 14. Metering Tampering/Damage; Theft of Electricity

- (A) If the REMC identifies intentional damage to or tampering with a meter or the theft of electricity, the REMC will report the same to appropriate local law enforcement personnel for prosecution.
- (B) If a meter or service entrance is found to have been intentionally damaged or tampered with, including, but not limited to, jumpers on the meter or a meter connected by someone other than the REMC authorized personnel, the member's electric service will be disconnected if the REMC has reasonable grounds to believe the affected member is responsible for such damage or tampering.
- (C) Before the affected member's electric service may be reconnected, the REMC shall require the member to remit to the REMC:
 - (1) a meter tampering fee as set forth in Rate Schedule Appendix B; and
 - (2) the cost to repair or replace any damaged meters; and
 - (3) the charges (trebled) for any stolen electricity as determined by the REMC based upon past usage; and
 - (4) a deposit equal to two (2) times the highest monthly billed usage at the address at which service is rendered or the member may choose the prepaid rate option; and
 - (5) any other outstanding charges, which are related to previous consumption of electricity by the member.

Sec. 15. Communicating Meter Opt-Out

- (A) A member who does not permit installation of a meter that communicates to the REMC (“Communicating Meter”) includes a member who communicates to the REMC that Communicating Meter installation is refused; does not timely respond to the REMC’s request to schedule a Communicating Meter installation; fails to complete the installation appointment; or otherwise does not allow the REMC to use the Communicating Meter for the member’s service.
- (B) If a member does not permit the REMC to install or maintain a Communicating Meter on member’s premises, the REMC shall charge member a monthly meter opt-out charge as set forth in Rate Schedule Appendix B per service location each month to recognize the cost of manually reading the member’s meter. The charge shall cease to be applied if a Communicating Meter is installed and once the REMC receives the first automatic reading from the Communicating Meter.
- (C) If a member has a Communicating Meter and requests the REMC replace it with an analog meter, member shall pay a one-time meter replacement fee as set forth in Rate Schedule Appendix B.
- (D) A member who misses a scheduled Communicating Meter installation appointment will also be subject to a trip charge as set forth in Rate Schedule Appendix B.

Sec. 16. Complaints and Review.

Upon receiving a complaint, the REMC’s employees will promptly investigate such complaint, confer with the member when requested, and notify the member of the proposed disposition of the complaint.

- (A) Complaint Procedure.
 - (1) A member may complain at any time to the REMC about any bill which is not delinquent at that time, security deposit, disconnection notice, or any other matter relating to its service. Any member with a complaint which is not satisfactorily resolved by staff may submit the complaint to the management; if still not satisfactorily resolved, the complaint may be submitted in writing to the Board. Such complaints should be made by completing the form available from the REMC at its business offices. The completed complaint form will be reviewed by the Board and a written response thereto provided to the member. If the member filing the complaint is not satisfied with the Board’s response, the member may then ask to meet with the Board to discuss the complaint, which meeting will be conducted consistent with the Board’s practices and/or policies. A complaint will be considered filed upon receipt by the Chairperson of the

Board, except mailed complaints shall be considered filed as of the postmark date.

Sec. 17. Rules, Regulations and Rate Schedules.

- (A) The REMC must publish and inform all applicants for service and to all current members of the availability of a pamphlet or other informational material which summarizes these service rules and regulations.
- (B) The REMC shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing members of residential service upon request by the applicant or member.
- (C) Whenever the REMC changes its base rate schedules, it shall inform the member of the change by newsletter, bill stuffer or other publication generally disseminated to member.

Sec. 18. Standard Voltage and Permissible Voltage Variation.

- (A) The REMC shall adopt a standard nominal service voltage of 120 Volts, as may be required by its distribution system for its entire constant voltage service.
 - (1) For residential service, the voltage shall be within five percent (5%) plus or minus, of the standard nominal service voltage.
 - (2) A greater variation of voltage than specified above may be allowed when service is supplied directly from a transmission line, or in a limited or extended area where members are widely scattered or the loads served do not justify close voltage regulation. In such cases the best voltage regulation should be provided that is practicable under the circumstances.
- (B) Variations in voltage in excess of those specified, caused by:
 - (1) the operation of power apparatus on the member's premises which necessarily requires large starting current, and/or
 - (2) the action of the elements, and/or
 - (3) the infrequent and unavoidable fluctuations of short duration due to station operation shall not be considered a violation of this rule.

Sec. 19. Accidents.

- (A) The REMC shall, whenever an accident involving REMC facilities occurs with loss of

human life or severe injury, give immediate notice thereof to proper law enforcement agencies. The REMC will also in the event of any such accident perform an investigation of said accident.

Sec. 20. Pole Identification.

- (A) The REMC will generally mark each pole, post or other structure used for supporting electrical conductors with (1) the initials of its name, abbreviation of its name, corporate symbol, or other distinguishing mark by which the owner of each such structure may be readily and definitely determined, and (2) a number by which the location of each such structure may be described.
- (B) The identification marks shall be made with paint, stamps, brands or other means as the REMC may elect to use, and the characters of the marks shall be of such size and so spaced and hereafter maintained as to be easily read by one standing on the ground.
- (C) In the event another public utility jointly owns any structure with the REMC, the distinguishing mark of each public utility shall be placed thereon.

Sec. 21. Safety Rules.

- (A) In all cases not covered by specific statutes in effect, Part 2, "Safety Rules for the Installation and Maintenance of Overhead Electric Supply and Communication Lines", and Part 3, "Safety Rules for the Installation and Maintenance of Underground Electric Supply and Communication Lines", of the 2002 edition of the National Electrical Safety Code as approved by the American National Standards Institute June 14, 2001, as ANSI Standard C2, are prescribed for overhead and underground construction commenced after the date of adoption of this section; provided, however that if the NESC is revised, such revised edition shall therefore also be applicable. Notwithstanding the forgoing, nothing contained herein shall require the REMC to upgrade its facilities to the current standard so long as the facilities were constructed to the then current standard when originally constructed.

Sec. 22. Line Extensions.

- (A) In addition to its existing statutory responsibilities, the REMC shall, upon proper application for service, construct, own, operate and maintain the necessary electrical facilities for rendering service to the member's meter, in the case of underground services, or weatherhead, in the case of overhead services. For overhead installations, the member must install the weatherhead, meter base, conduit and wire that run from the meter base to the weatherhead. For underground installations, the REMC will provide enough cable to reach the meter base. However, the member must install the meter base and the conduit from the meter base to the bottom of the trench.

- (B) Extensions. The REMC shall, upon proper applications for service from overhead and/or underground distribution facilities, provide necessary facilities for rendering adequate service. The cost to the member, if any, will be determined by the REMC's Line Extension Policy, which is in the attached Appendix A.

Sec. 23. Modification of Member's Facilities.

- (A) If a member requests for their convenience or by their actions requires the REMC's facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the REMC may require the member to make payment to it of the full cost of performing such service.

Sec. 24. Saving Clause.

- (A) The adoption of these rules shall in no way preclude the REMC from altering or amending the same, in whole or in part, as deemed appropriate from time to time.

APPENDIX A

LINE EXTENSION POLICIES

Procedure for Line Extensions to New and Existing Members

Objective:

To establish a procedure regarding line extensions to new and existing members.

Procedure:

- (A) The REMC will build line extensions to new and existing members when a request for new service has been made.
- (B) The costs associated with an extension to a member for overhead or underground construction shall be as follows:
 - (1) The first three hundred (300) feet of 7200 volt primary line will be installed at no cost to the member. Any distance over three hundred (300) feet will require a non-refundable contribution in aid of construction of five dollars (\$5.00) per foot.
 - (2) For members that do require a primary line extension, the first one hundred (100) feet of secondary or service line will be installed at no cost to the member. Any distance over one hundred (100) feet for an underground secondary or service line will require a non-refundable contribution in aid of construction of three dollars and fifty cents (\$3.50) per foot. For members that do not require a primary extension, there will be no cost for the service or secondary line. Service and secondary lines will not be put in for distances over two hundred (200) feet.
 - (3) For hunting lodges, vacation homes, and structures deemed to be of minimal usage, the member will be required to pay for the entire cost of construction minus a credit equal to two and one half (2 ½) years of expected annual net revenue, where annual net revenue is defined as annual gross revenue minus purchased power costs. The purchased power cost will be determined by taking the REMC's percentage of power cost to revenue on the previous year's annual Income Statement and multiplying that percentage by the estimated revenue amount. It is the member's responsibility to contact the REMC should the member feel that a refund may exist and to request such refund.
- (C) The connecting member will be required to clear the REMC's utility easement for installation of facilities.

- (1) For underground construction, the path must be clear of any obstructions and the grade should be within six (6) inches of final grade.
- (2) For overhead construction, trees should be trimmed or removed and access available to all pole locations. Tree trimming can be performed by the REMC but may be at the member's expense.
- (D) The REMC will provide the initial backfilling when underground primary is installed and the member will be responsible for any follow-up backfilling and seeding.
- (E) Where rock conditions exist requiring blasting, backhoe work, or boring, the additional costs will be charged to the member along with charges for conduit, or any other materials required for proper installation.
- (F) The REMC will be responsible for locating facilities of other utilities (i.e., telephone cables). Any location of member or developer installed facilities (i.e., water lines, sewer lines) shall be the responsibility of the member. The REMC will only repair member owned facilities if they have been exposed by the member prior to trenching.
- (G) The REMC reserves the right to attach to such lines for service to other members or future members. If a future extension of line is attached to the existing extension within a five (5) year period from the contribution in aid, then the REMC will refund one thousand six hundred dollars (\$1,600.00) per new connecting customer, but not to exceed the original contribution in aid of construction in aggregate. It will be the member's responsibility to notify the REMC when this situation exists and to request a refund.
- (H) Any additional cost outside of the administrative costs and recording fees due to the acquisition of easements may be at the member's expense.
- (I) All charges must be paid prior to the scheduling of construction.
- (J) No exceptions to this procedure shall be made without the approval of the CEO/General Manager.
- (K) This procedure shall become effective and shall supersede all previous policies relative to the matter.

Procedure for Line Extension to Residential Subdivision Developments

Objective:

To establish a procedure regarding line extensions to residential subdivision developments.

Procedure:

- (A) The REMC will build line extensions to residential subdivision developments after the following requirements have been met:
 - (1) The developer/member shall provide the REMC with two copies of the recorded plat with all necessary utility easements shown.
 - (2) The developer/members will be required to clear the REMC's utility easement for installation of facilities.
 - (a) For underground construction, the path must be clear of any obstructions and the grade should be within six (6) inches of final grade.
 - (b) For overhead construction, trees should be trimmed or removed and access available to all pole locations. Tree trimming can be performed by the REMC at the member's expense.
- (B) The costs associated with an extension to a new subdivision shall be as follows:
 - (1) The developer will be required to pay for the entire cost of the construction before construction starts. A refund will be paid to the developer for every home constructed and connected to permanent power within the first five (5) years from the completion of the work order. The refund will be determined by taking the total cost of construction and dividing it by the number of lots in the project to determine a per lot cost. The refund amount will then be the per lot cost not to exceed one thousand six hundred dollars (\$1,600.00) per lot. After five (5) years the money for any remaining lots will be retained to help defray the original cost of construction.
- (C) The REMC will provide the initial backfilling when underground primary is installed and the developer will be responsible for any follow-up backfilling and seeding.
- (D) Where rock conditions exist requiring blasting, backhoe work, or boring, the additional costs will be charged to the developer along with charged for conduit, or any other materials required for proper installation.
- (E) The REMC reserves the right to attach to such lines for service to other members or future

members. If a future extension of line is attached to the existing extension within a five (5) year period from the contribution in aid, then the REMC will refund one thousand six hundred dollars (\$1,600.00) per new connecting customer, but not to exceed the original contribution in aid of construction in aggregate. It will be the member's responsibility to notify the REMC when this situation exists and to request a refund.

- (F) Any additional cost outside of the administrative costs and recording fees due to the acquisition of easements may be at the member's expense.
- (G) All charges must be paid prior to the scheduling of construction.
- (H) No exceptions to this procedure shall be made without the approval of the CEO/General Manager.
- (I) This procedure shall become effective and shall supersede all previous policies relative to the matter.

Procedure for Upgrade/Replacement/Relocation of Facilities

Objective:

To establish a policy to upgrade or replace facilities for increases in service capacity requirements of member or to relocate facilities at the member's request.

Procedure:

- (A) The REMC will upgrade/replace/relocate the facilities necessary as follows:
 - (1) Work done for relocations or replacements at the member's request will be paid for by the member before construction begins.
 - (2) Work done for upgrades at the member's request will be paid for by the member before construction begins. The member will receive a credit against construction costs equal to two and one half (2 ½) years of expected incremental annual net revenue from the upgrade, where annual net revenue is defined as annual gross revenue minus purchased power costs. The purchased power costs will be determined by taking the REMC's percentage of power cost to revenue on the previous year's annual Income Statement and multiplying that percentage by the estimated revenue amount. It is the member's responsibility to contact the REMC should the member feel that a refund may exist and to request such refund.
- (B) In cases of installation of underground facilities, the REMC will be responsible for the location of facilities owned by other utilities. Any location of consumer installed facilities (i.e., waterlines, sewer lines) shall be the responsibility of the consumer. The REMC will only repair damage to consumer owned facilities if they have been exposed by the consumer prior to trenching.
- (C) Connecting members will be required to clear the REMC's utility easement for installations of facilities.
 - (1) For underground construction, the path must be clear of any obstructions and the grade should be within six (6) inches of final grade.
 - (2) For overhead construction, trees should be trimmed or removed and access available to all pole locations. Tree trimming can be performed by the REMC at the member's expense.
- (D) The REMC will provide the initial backfilling for underground facilities. The member will be responsible for any follow-up backfilling and seeding.

- (E) Where rock conditions exist requiring blasting or backhoe work, or boring, these additional costs will be charged to the consumer along with charges for conduit required if going under driveways, patios, etc.
- (F) Any charges above will be collected prior to the scheduling of the work to be done.
- (G) Any additional cost outside of the administrative costs and recording fees due to the acquisition of easements may be at the member's expense.
- (H) No exceptions shall be made without the approval of the CEO/General Manager.
- (I) This procedure shall become effective immediately and supersede all previous procedures relative to this matter.

Procedure for Three Phase Power

Objective:

To establish a procedure regarding line extensions for three phase power.

Procedure:

- (A) The REMC will build line extensions to three phase members after the following requirements have been met:
 - (1) A membership application has been signed and the member service fee paid.
 - (2) Some type of construction has commenced so that a place for a permanent fusible disconnect panel is in place for the REMC to connect to.
- (B) As a general rule, if the initial tap is from an overhead source, the member will have the option of overhead or underground service at the appropriate cost. If the initial tap is from an underground source, the appropriate underground cost will apply.
- (C) The cost shall be as follows:
 - (1) The member will be assessed a contribution in aid of construction for any cost that is greater than three (3) times the expected annual net revenue, where annual net revenue is defined as gross revenue minus purchased power costs. The purchased power cost will be determined by taking the REMC's percentage of power cost to revenue on the previous year's annual Income Statement and multiplying that percentage by the estimated revenue amount. After the initial three (3) year period, the REMC will compare three (3) times the actual net revenue to three (3) times the original projected annual net revenue. The REMC will refund to the customer any amount by which three (3) times the actual annual net revenue exceeds the original projection. The REMC will assess an additional contribution in aid of construction for any amount by which three (3) times the actual annual net revenue is less than the original projection. It is the member's responsibility to contact the REMC should the member feel that a refund may exist and to request such refund.
- (D) The REMC will be responsible for all the metering.
- (E) The REMC will provide the initial backfilling when underground primary and/or service is provided and the member will be responsible for any follow-up backfilling and seeding.
- (F) When conditions exist requiring blasting, backhoe work, or boring, the additional costs

will be charged to the consumer along with charges for conduit required if going under driveway, patios, etc.

- (G) The REMC will be responsible for locating facilities of other utilities. Any location of consumer installed facilities (i.e., water lines, sewer lines) shall be the responsibility of the consumer. The REMC will only repair consumer facilities if they have been exposed by the consumer prior to trenching.
- (H) The REMC reserves the right to attach to such lines for service to current or future members. If a future extension of line is attached to the existing extension within a five (5) year period from the contribution in aid, then the REMC will refund one thousand six hundred dollars (\$1,600.00) per new connecting customer, but not to exceed the original contribution in aid of construction in aggregate.
- (I) All charges must be paid prior to the scheduling of construction.
- (J) The developer/member will be required to clear the REMC's utility easement for installation of facilities.
 - (1) For underground construction, the path must be clear of any obstructions and the grade should be within six (6) inches of final grade.
 - (2) For overhead construction, trees should be trimmed or removed and access available to all pole locations. Tree trimming can be performed by the REMC at the member's expense.
- (K) Any additional cost outside of the administrative costs and recording fees due to the acquisition of easements may be at the member's expense.
- (L) No exceptions to this procedure shall be made without the approval of the CEO/General Manager.
- (M) This procedure shall become effective and shall supersede all previous policies to this matter.

APPENDIX B

NON-RECURRING CHARGES

METER TEST AT REQUEST OF THE MEMBER:

The REMC will endeavor to maintain the efficiency of the meters within the allowable accuracy prescribed by the Indiana Utility Regulatory Commission in the “Rules and Standards of Service for the Electric Utilities of Indiana”. The REMC will make a test of accuracy of registration on a meter upon written request of a consumer. A second test of this meter may be requested after twelve (12) months. If a subsequent request for testing is made at less than thirty-six (36) month intervals, and no error is found or any error is within allowable accuracies, then the member shall be charged a fee of seventy-five dollars (\$75.00) or the actual cost of the meter test, whichever is less.

TERMS OF PAYMENT:

Bills shall be rendered and due monthly. If paid by the end of the day designated as the due date as stated on the bill, the net bill amount shall be the amount to be paid. If not paid by the end of the day designated as the due date thereof as stated on the bills, the gross bill, which includes the late payment charge, shall be the amount to be paid.

LATE ENERGY PAYMENT FEES:

Bills are calculated between the present and previous month’s reading. The due date depends on the member billing cycle and payment must be paid in full or will be subject to a delinquent charge. The delinquent charge is added the day after the due date of the billing cycle. Delinquent accounts are charged a penalty amounting to four percent (4%) of the balance of energy, fuel, and security light amounts on current unpaid bill.

RETURN CHECK FEE:

All members are subject to Return Check Fees of thirty dollars (\$30.00) if a check is returned for any reason. The fees are based on the Consumer Credit Code. Members are notified by phone or mail if a check is returned and that the returned funds must be replaced with cash, money order, or credit card.

CREDIT CARD DENIAL FEE:

Members participating in the Reoccurring Credit Card Plan are subject to Credit Card Denial Fees of thirty dollars (\$30.00) per credit card transaction. It is the member’s responsibility to contact the office twenty-four (24) hours prior to your billing statement due date to avoid charges. Denial of credit card can occur due to expiration date, cancellation of credit card, incorrect information supplied by the customer application, or overdraft of credit line depending on credit

card type. Members will be notified by phone or mail if a credit card payment was denied for any of the above reasons.

AUTOMATIC BANK DRAFT DENIAL FEE:

Members participating in the Automatic Bank Draft Plan are subject to ACH Denial Fees of thirty dollars (\$30.00) per bank draft transaction. It is the member's responsibility to contact the office twenty-four (24) hours prior to the billing statement due date to avoid charges. Denial of bank draft can occur if there are insufficient funds, cancellation of account, incorrect information supplied by the customer application, or changes were made to bank draft information while enrolled in program. Members will be notified by phone or mail if a bank draft was denied for any of the above reasons.

RECONNECT FEES:

Reconnect fees apply to member accounts which are subject to disconnect. For nonpayment reasons, if full payment is not received in the office by disconnect date on the bill, the member's account will be subject to disconnect. All past due energy arrears and fees are required to be paid to the REMC office during regular office hours. Collection of electric payments by a field representative is prohibited. All members are notified by invoice the due dates and amounts owed for monthly service provided by the REMC.

Online payments, for accounts subject to disconnect, should complete transaction before normal office hours of the REMC's time zone to avoid disconnect. Customers completing online transactions after normal office hours of disconnect day are required to contact the office for reconnection and will be subject to reconnect fees. This also applies to the REMC Night Box, which is located at the REMC and has twenty-four (24) hour access. Payments made in Night Box after the beginning of normal office hours will be considered next day's business.

Once service is disconnected for nonpayment, reconnection will not be made until the member pays in full all delinquent bills and reconnect fees. A deposit equal to two (2) times the highest month's billed usage may also be required before service is restored or the member will have the option to use the prepaid rate rider. Fees are as follows:

RECONNECT:

Fee is assessed when a service is reconnected after being disconnected for any reason.

Standard Reconnect Fee: \$50.00

Applies to service reconnection and security light connection when payments are received and posted between the hours of 7:30 am – 4:30 pm on regular business days.

The member is responsible for all expenses incurred by the REMC related to delinquent accounts.

DEPOSIT:

A deposit in the amount of two (2) times the highest monthly bill of the customer’s annual billings will be charged as follows:

1. If applicant was previously a member of the REMC and had more than two (2) late payments in the last twelve (12) months of service, and/or owes an outstanding bill. If an applicant has not been a member of the REMC for more than twelve (12) months a credit check is required.
2. If an existing member is disconnected for non-payment.
3. If an existing member has found to be involved with meter tampering or theft of electricity.

New Member:

All new members will be subject to a credit risk check which will verify the identity and credit risk of new member. A deposit may be required according to credit history. The deposit will vary per meter.

Three levels of deposits required are listed below:

Waived	\$ 0.00
Minimum on Existing Service	\$150.00
Maximum on Existing Service	two (2) times the highest monthly billed usage; or if a new service, then it will be three hundred dollars (\$300.00).

TAMPERING FEE:

The REMC will pursue prosecution and charge a fee to the responsible person(s) for the intentional damage to the REMC property and the theft of electricity. Under the following provisions:

1. Meter tampering/theft of electricity.
2. If a meter or service entrance is found to have been damaged or tampered with and an investigation determines such to exist, disconnection of service will follow. These occurrences could be reported to the appropriate local law enforcement personnel.
3. The member name(s), which appears on the account, will be considered as the responsible party, unless investigation leads to believe that someone other than the member is responsible. If the member is deemed to be the responsible party, the member’s service will be disconnected at the time the tampering is discovered and a meter tampering fee based on the schedule below will be charged to the member’s

account. The amount of stolen electricity will be estimated based upon past usage and added to member's account. Before the meter will be reconnected, the member must pay the meter tampering fee, the estimated electricity charges, a deposit of two (2) times the highest monthly billed usage, and any other charges which may have been related to previous disconnection.

- First offense tampering fee is two hundred fifty dollars (\$250.00)
- Second offense tampering fee is five hundred dollars (\$500.00)
- Third offense tampering fee is one thousand dollars (\$1,000.00)
- Each additional offense fee will increase by one thousand dollars (\$1,000.00) thereafter.

COMMUNICATING METER CHARGES:

If member does not permit the REMC to install a meter that communicates with the REMC ("Communicating Meter") on member's premises, the REMC shall charge member a monthly opt-out charge of seventy-five dollars (\$75.00) per service location each month to recognize the cost of manually reading the meter. The charge shall cease to be applied once a Communicating Meter is installed and the REMC receives the first automatic reading from the meter.

A member who misses a Communicating Meter installation appointment will be subject to a seventy-five dollars (\$75.00) trip charge.

If a member has a Communicating Meter and requests the REMC replace it with an analog meter, member shall pay a one-time meter replacement fee of seventy-five dollars (\$75.00).