



TERMS AND CONDITIONS

The person who agrees below (hereinafter called the Applicant) hereby applies for membership in and agrees to purchase energy from Wiregrass Electric Cooperative, Inc., a corporation, its successors and assigns (hereinafter called the Cooperative); and the applicant and Cooperative agree as follows:

1. The Applicant applies for membership and encloses with his/her application the appropriate membership and deposit fees. In the event this application is not accepted by the Cooperative, the membership fee and deposit will be returned to the applicant.
2. When the Cooperative makes electric energy available to Applicant, Applicant agrees to purchase from the Cooperative and pay monthly to the Cooperative for all electric energy used by the Applicant, and/or billed through the meter placed upon his/her premises, in accordance with the rate schedule and rules and regulations established by the Cooperative. The minimum monthly charge for service under this contract will be that as provided for in the applicable rate.
3. The Applicant acknowledges that the Cooperative cannot guarantee a continuous supply of electric energy. Applicant assumes all risks, loss, or damage which may occur as the result of interruption in electric service. Applicant agrees that all three phase motors shall have under voltage protection against single phasing.
4. The Applicant and Cooperative agree that any controversy or claim arising out of or relating to this contract, the breach of this contract and/or the provision of electric energy to Applicant shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
5. The Applicant hereby grants to the Cooperative, its successors and assigns, the right and easement to construct, operate, repair and maintain on any lands owned by applicant and in or upon all streets, roads or highways abutting said lands, its electric distribution and service lines and appurtenances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system and to cut hazardous trees which now or may hereafter injure or endanger any part of the electric system.
6. The Applicant represents and warrants that he/she has wired or caused to be wired the premises according to all applicable electrical codes.
7. The Applicant shall comply with and be bound by the provisions of the bylaws as may be adopted from time to time by the members and the rate schedule, terms and conditions and policies which may be adopted from time to time by the Board of Trustees of the Cooperative.
8. The Cooperative shall pay for the Applicant an appropriate amount of any funds accruing to Applicant for annual subscription to "Alabama Living Magazine". It is agreed that the cost of this publication shall reduce such funds in the same manner as would any other expense of the Cooperative.
9. Applicant agrees that if a check for membership fees and/or consumer deposits is returned to the Cooperative unpaid for any reason, electrical service may be terminated by the Cooperative immediately without notice to applicant.
10. Applicant agrees to provide the Cooperative with his or her correct mailing address and to provide the U.S. Postal Service with a mailbox or other proper facility for the delivery of mail. Applicant further agrees that all correspondence to applicant from Cooperative shall be presumed to have been delivered when mailed to the address provided to the Cooperative by Applicant.
11. Applicant agrees to installation of underground line on property if agreed by construction personnel. While Cooperative personnel make every effort to sufficiently cover trenches, some indentations in trench may occur when soil settles. Applicant will not hold Cooperative responsible for landscaping problems following trench work and will personally be responsible for landscape following installation of service.
12. The applicant agrees to pay all reasonable costs associated with collections of past due accounts including but not limited to reasonable attorney fees, expenses, and court cost.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, its successors and assigns, and the contract for electric service shall continue in force from the date service is made available by the Cooperative to the applicant, and thereafter until cancelled under the terms of this agreement or in accordance with the By-laws, and rules, regulations or policies of the Cooperative.

STATEMENT OF NON-DISCRIMINATION

Wiregrass Electric Cooperative, Inc. has filed with the Federal Government a Compliance Assurance in which it assures the Rural Utilities Service that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964; all requirements of Section 504 of the Rehabilitation Act of 1973, as amended; all requirements of the Age Discrimination Act of 1975, as amended; and all requirements of the rules and regulations of the U.S. Department of Agriculture to the end that no person in the United States shall, on the ground of race, color, or national origin, solely by reason of such person's handicap, or on the basis of age, in its policies and practices relating to applications for service or any other policies and practices relating to the treatment of beneficiaries and participants including employment, rates, conditions and extension of service, admission or access to or use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of this organization. The person in the organization responsible for coordinating the nondiscrimination compliance efforts of this organization is the Office Manager.

Any individual, or specific class of individuals, who feels subjected by this organization to discrimination prohibited by Title VI of the Civil Rights Act, by Section 504 of the Rehabilitation Act, by the Age Discrimination Act or by the rules and regulations of the U.S. Department of Agriculture may personally or through a representative, file with the Office of the Secretary, U.S. Department of Agriculture, Washington, DC 20250; or the office of the Administrator, Rural Utilities Service, Washington, DC 20250; or this organization, or all, a written complaint. Such complaint must be filed not later than 180 days after the alleged discrimination, or by such later date to which the Secretary of Agriculture or the Administrator of the Rural Utilities Service extends the time for filing. Identity of the complaints will be kept confidential except to the extent necessary to carry out the purposes of the rules and regulations of the United States Department of Agriculture.

WIREGRASS ELECTRIC COOPERATIVE, INC.

SCHEDULE OF RULES AND REGULATIONS

1. **Application for Service.** Each prospective Member desiring electric service may be required to sign Cooperative's standard form of application for service or contract before service is supplied by the Cooperative.

2. **Deposit.** A deposit or suitable guarantee, based on the potential member's credit worthiness, may be required of any Member before electric service is supplied. Cooperative may at its option return deposit to Member after one year. Upon termination of service, deposit may be applied by Cooperative against unpaid bills of Member, and if any balance remains after such application is made, said balance shall be refunded to Member.

3. **Consent to Contact by Cell Phone.** Upon acceptance into membership of the Cooperative, Member gives the Cooperative express prior consent to contact the member at any/all phone numbers, including cell phone numbers (by phone call or text message) for the purpose of notification, collection or discontinuation of service .

4. **Point of Delivery.** The point of delivery is the point, as designated by Cooperative, on Member's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Member at no expense to Cooperative.

5. **Member's Wiring--Standards.** All wiring of Member must conform to Cooperative's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

6. **Inspections.** Cooperative shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Cooperative's standards; but such inspection or failure to inspect or reject shall not render Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Cooperative's rules, or from accidents which may occur upon Member's premises.

7. **Underground Service Lines.** Members desiring underground service lines from Cooperative's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Cooperative on request.

8. **Availability of three-phase service.** Three-phase service is available to residential and commercial customers if the Cooperative's distribution system in the immediate area can provide 3-phase service. Otherwise, an aid to construction payment may be required to extend 3-phase service to customer's premises. Also an aid to construction payment may be required equal to the difference

between the Cooperative's investment in 3-phase and single phase service at the requested service voltage.

Members taking 3-phase service shall be responsible for providing any protective equipment required to prevent damage to Member's equipment resulting from "single phasing" conditions that may occur on Cooperative's system during abnormal operating conditions.

9. **Electrical Fluctuations.** Member shall design and operate its facilities so as not to cause unusual fluctuations or disturbances on Cooperative's system. Member shall install and maintain the necessary corrective devices to maintain power quality standards established by applicable ANSI Standards. Harmonic voltage limits shall conform to IEEE Standard 519 Recommended Practices for Harmonic Control in Electrical Power Systems and flicker limits shall conform to IEEE Standard 141, Section 3.9.2.

10. **Member's Responsibility for Cooperative's Property.** All meters, service connections, and other equipment furnished by Cooperative shall be, and remain, the property of Cooperative. Member shall provide a space for and exercise proper care to protect the property of Cooperative on its premises, and, in the event of loss or damage to Cooperative's property arising from neglect of Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member.

11. **Right of Access.** Cooperative's identified employees or any agents thereof shall have access to Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Cooperative.

12. **Billing.** Bills will be rendered monthly and shall be paid at the office of Cooperative or at other locations designated by Cooperative. Failure to receive bill will not release Member from payment obligation. Should bills not be paid by due date specified on bill, Cooperative may at any time thereafter, upon five (5) days' written notice to Member, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment.

13. **Discontinuance of Service by Cooperative.** Cooperative may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Member or contract with Member. Cooperative may discontinue service to Member for the theft of current or the appearance of current theft devices on the premises of Member. The discontinuance of service by Cooperative for any causes as stated in this rule does not release Member from the obligation to Cooperative for the payment of minimum bills as specified in application of Member or contract with Member.

14. **Connection, Reconnection, and Disconnection Charges.** Cooperative may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.

15. **Termination of Contract by Member.** Members who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, or unless Member's power contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Member from any minimum or guaranteed payment under any contract or rate.

16. **Service Charges for Temporary Service.** Members requiring electric service on a temporary basis may be required by Cooperative to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

17. **Minimum Charges for Seasonal Service.** Members requiring electric service only during certain seasons not exceeding 9 months per year may guarantee a minimum payment for the remaining months equal to the minimum charge applicable in the rate schedule during the Members period of normal operations unless a higher minimum charge is specified in Members power contract.

18. **Load Development Period** The Cooperative may, at its option, designate up to a four month period during the start-up and testing phase of construction of a large industrial load and during such period Member's actual demand each month will be billed in lieu of the minimum contract demand, provided that no such monthly billing demand shall be less than the billing demand of any preceding month.

19. **Interruption of Service.** Cooperative will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

20. **Shortage of Electricity.** In the event of an emergency or other condition causing a shortage in the amount of electricity for Cooperative to meet the demand on its system, Cooperative may, by an allocation method deemed equitable by Cooperative, fix the amount of electricity to be made available for use by Member and/or may otherwise restrict the time during which Member may make use of electricity and the uses which Member may make of electricity. If such actions become necessary, Member may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Member fails to comply with such allocation or restriction, Cooperative may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

21. **Voltage Fluctuations Caused by Member.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Cooperative's system, including, but not limited to, the provisions contained in the Section entitled Electrical Fluctuations. Cooperative may require Member, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

22. **Additional Load.** The service connection, transformers, meters, and equipment supplied by Cooperative for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Cooperative. Failure to give notice of additions or changes in load, and to obtain Cooperative's consent for same, shall render Member liable for any damage to any of Cooperative's lines or equipment caused by the additional or changed installation.

23. **Standby and Resale Service.** All purchased electric service (other than emergency or standby service) used on the premises of Member shall be supplied exclusively by Cooperative, and Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof without the written consent of Cooperative for cogeneration by member.

24. **Notice of Trouble.** Member shall notify Cooperative immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

25. **Non-Standard Service.** Member shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

26. **Meter Tests.** Cooperative will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Cooperative will make additional tests or inspections of its meters at the request of Member. If tests made at Member's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Member's bill, and Cooperative's standard testing charge will be paid by Member. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Member's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Cooperative.

27. **Relocation of Facilities.** Cooperative shall, at the request of Member, relocate or change existing Cooperative-owned equipment, if it is practical to do so. Member shall reimburse Cooperative for such changes at actual cost including appropriate overheads.

28. **Billing Adjusted to Standard Periods.** The charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts and final billings of all accounts where the period covered by the billing involves fractions of a month, the demand charges, other charges designed primarily to recover fixed costs, and the member charges will be adjusted to a basis proportionate with the period of time during which service is extended.

29. **Scope.** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Cooperative, and applies to all service received from Cooperative, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Cooperative's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Cooperative.

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

31. **Conflict**. In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

AMENDMENTS

Approved by the Board of Trustees December 21, 2009 – Effective January 1, 2010