

GENERAL RULES AND REGULATIONS
Applicable to Electric Service

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RULE

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1. DEFINITIONS

Unless otherwise specified in the Rate Schedules, the following terms shall have the meanings defined below when used in these General Rules and Regulations for Electric Service:

- 1.1 Advanced Metering Infrastructure (AMI): The hardware, equipment and technology used to automatically remotely collect consumption data and status from the electric service metering device and transferring that data to a central database for billing, troubleshooting, and analysis.
- 1.2 Applicant: Any new Member requesting a new service.
- 1.3 Basic Charge: The dollar amount set forth in each Rate Schedule.
- 1.4 Bill: An itemized list or statement of fees and charges for electric service. A Bill may be rendered by mail or by electronic means.
- 1.5 Billing Demand: That Demand, stated in kW, upon which the Demand Charge in the Member's Bill is determined in any given month.
- 1.6 Billing Period: The Billing Period is defined as the period for which a Member has been billed. The Billing Period is the duration from the Bill's start date to the Bill's end date.
- 1.7 Cogeneration Facility(ies): A facility that simultaneously generates electricity and useful thermal Energy, such as steam or hot water, and meets the energy efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission (FERC) under 16 U.S.C. 824a-3, in effect November 9, 1978.
- 1.8 Commercial Member: Any Member primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Member not covered by another classification.
- 1.9 Commission: or FLPSC: Florida Public Service Commission or its successor.
- 1.10 Contract Capacity/Contract Demand: A Member's specified load requirements expressed in kW for which a Member contracts.
- 1.11 Contract Year: Twelve (12) consecutive months used in the application of Rate

Schedules.

- 1.12 Curtailment: The reduction of a Member's load at the request of the Cooperative pursuant to the Cooperative's Tariff for reliability reasons.
- 1.13 Days: Unless otherwise noted, "days" means calendar days
- 1.14 Delinquent Bill: A Member Bill that has remained unpaid for the period set forth in Tariff Sheet 21.
- 1.15 Demand: The rate at which Energy is used by the Member from the Cooperative's system within an interval of time, stated in kW.
- 1.16 Demand Charge: The portion of a Member's Bill based on the Member's Maximum Demand, in kW, and calculated on the Billing Demand under the applicable Rate Schedule.
- 1.17 Demand Meter: A meter capable of measuring and recording the maximum kW Demand, kVAR Demand and kWh within a specific range of time.
- 1.18 Disconnection: The termination or discontinuance of electric service.
- 1.19 Distribution Cost Adjustment (DCA): This charge accounts for changes in costs of all goods and services, other than wholesale power costs, necessary for doing business. The DCA may fluctuate annually depending on the costs of goods and services for the previous year, so it can result in either a slight increase or decrease.
- 1.20 Distribution Line: Any distribution line of the Cooperative operated at a nominal voltage less than 46,000 volts.
- 1.21 Dormant Service: A location, typically de-energized, where the facilities have not been removed and the member pays a fee to have the facilities left in place.
- 1.22 Dwelling Unit: A residential living quarter.
- 1.23 Energy: The active component of the quantity of supply expressed in kWh.
- 1.24 Energy Charge: The portion of a Member's Bill based on the Member's Energy consumption, in kWh, under the applicable Rate Schedule.

- 1.25 FAC – Florida Administrative Code: The official Rules and Regulations of Florida Regulatory Agencies filed with the Department of State under the provisions of Chapter 120 Florida Statutes.
- 1.26 FERC: Federal Energy Regulatory Commission, or its successor.
- 1.27 General Service: Service provided to a Non-Residential Member.
- 1.28 Gross Margin: Revenues minus cost of fuel and purchased power.
- 1.29 Human Needs Members: Members that include hospitals, medical centers, nursing homes and Members where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense and emergency Red Cross services.
- 1.30 Inaccessible meter: A meter that is not easily reached without removing physical impediment or other interference, including animals.
- 1.31 Industrial Member: Any Member who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.32 Interruption: The reduction of a Member's load at the request of the Cooperative pursuant to the Cooperative's Tariff for economic reasons.
- 1.33 Interval Data Recorders (IDR): A meter capable of measuring and recording kW Demand and kVAR Demand on a sub-hour time interval and hourly integrated basis and measuring Energy in kWh on a cumulative basis.
- 1.34 Kilovolt-Ampere (kVA): A measurement of total power - active power, measured in kW, and reactive power, kVAR. The kVA is defined as the current that is required to electrify the system to reduce resistance and line loss. The equivalent of one kW when the Power Factor is one hundred percent (100%), or is at unity.
- 1.35 Kilovolt-Ampere Reactive Power (kVAR): A measurement of reactive power.
- 1.36 Kilowatt(s) (kW). A measurement of active power. One kilowatt is equivalent to one thousand watts.
- 1.37 Kilowatt-hour(s) (kWh): The Energy consumed by the use of one kW steadily for one hour.

- 1.38 Lagging: The power factor of inductive loads is referred to as lagging, or less than 100%, based upon the power factor ratio.
- 1.39 Late Payment Charge: A one-time penalty assessed upon a Delinquent bill.
- 1.40 Load Factor: The kWh divided by the product of the average hours per month (730 hours) times the kW maximum load in the month, expressed as a percentage.
- 1.41 Load Resource: In accordance with Florida PSC rules, a qualified and participating resource for Curtailment and/or Interruption purposes.
- 1.42 Maximum Demand: A Member's Maximum Demand in any month shall be determined by a suitable metering device acceptable to the Cooperative. The Maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kW's occurring during any 15 consecutive minutes of the month.
- 1.43 Megawatt(s) (MW or MWs): A measurement of active power. One megawatt is equivalent to one million watts.
- 1.44 Member: Any person, firm, corporation, municipality, or other government agency which has met the requirements for Membership as stated in Section 1 of the Bylaws.
- 1.45 Minimum Payments: Minimum monthly charge shall be the customer charge plus the billing demand charge. See Tariff 10.0
- 1.46 Multiple Occupancy Building: A unified structure containing more than one individual dwelling unit.
- 1.47 National Electric Safety Code: The standard for the safe installation, operation and maintenance of electric power systems published by the Institute of Electric and Electronics Engineers (IEEE).
- 1.48 NERC: North American Electric Reliability Corporation, or its successor.
- 1.49 Non-Residential Member: Any Member that is not a Residential Member.
- 1.50 Non-Residential Service: Electrical service provided to a Non-Residential Member.
- 1.51 Off-Peak Demand: The Demand taken during Off-Peak Hours.

- 1.52 Off-Peak Hours: Except where specifically defined in the Rate Schedules, all hours that are not On- Peak Hours shall be considered Off-Peak Hours.
- 1.53 On-Peak Demand: The Demand taken during On-Peak Hours.
- 1.54 On-Peak Hours: On-Peak Hours are those hours identified as "on-peak" in each applicable Rate Schedule.
- 1.55 Peak Power Factor: The Power Factor at the time of the Member's maximum On-Peak Demand for the month.
- 1.56 Point of Delivery: Location where CHELCO owned conductors are connected to consumer owner conductors. Typical points of deliver include weather heads, meter sockets.
- 1.57 Power Factor: The ratio of real power to apparent power.
- 1.58 Premises: The main residence, or living quarters for the use of a single family, or main building of a Commercial Member, which includes the outlying or adjacent buildings used by the Member provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.
- 1.59 Present Value: The current value of a future payment, or stream of payments, discounted at the rate of return allowed in the Commission rate order at the time the Cooperative's Rate Schedules go into effect.
- 1.60 Primary Line: Any Distribution Line of the Cooperative operated at a nominal voltage greater than 600 volts and less than 46,000 volts.
- 1.61 Primary Service: Service provided to a Member with a nominal voltage greater than 600 volts and less than 46,000 volts.
- 1.62 Production Demand Allocation (PD): Production Demand Allocation utilized in Allocated Cost of Service Study in last electric base rate case.
- 1.63 Production Energy Allocation (PE): Production Energy Allocation utilized in Allocated Cost of Service Study in last electric base rate case.

- 1.64 Ratchet: The highest monthly demand experienced for the year is the annual peak. That peak is used to adjust the monthly demand peaks for the next 11 months. For example, the minimum demand charge for any month is 75 percent of the highest KVA load/demand in the preceding 11-month period.
- 1.65 Rate Schedules: The part of the Cooperative's Tariff setting forth the availability and charges for service supplied to a particular group of Members, as filed with and approved by the Commission.
- 1.66 Residential Member: Any Member that resides in a Residential dwelling, mobile home, apartment or condominium using electric service.
- 1.67 Residential Service: Electric service provided to a Member.
- 1.68 Tariff: Schedule of CHELCO's rates and charges for providing electric service. CHELCO's tariffs are available for inspection at any CHELCO business office and is on file with the Florida Public Service Commission (FPSC).
- 1.69 Trip Charge: This fee covers costs associated with a service visit to a location, including but not limited to, employee or contractor travel time, vehicle and equipment used.
- 1.70 Wholesale Power Cost Adjustment (WPCA): The additional charges or credits the Cooperative includes in a Member's Bill to offset the variance in the fuel cost in base rates compared to actual cost of fuel. This adjustment is represented as cents per kWh. See Tariff Sheet 18.

2. TARIFF ON FILE

2.1 Tariff on File

Electric service furnished by the Cooperative is subject to these General Rules and Regulations which is at all times subject to revision, change, modification, or cancellation by the Cooperative, and which is, by reference, made a part of all standard contracts, including membership applications (both oral and written) for service. Failure of the Cooperative to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

A copy of the Tariff under which service will be supplied is posted or filed for the convenience of the public in the office of the Cooperative, with the Commission and on the Cooperative's website. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time and any such change when approved by the Commission will supersede the present Tariff, or the applicable part thereof.

2.2 Special Conditions and Provisions

The Rules set forth the conditions under which service is to be rendered, and govern all Rate Schedules to the extent applicable. In case of conflict between any provisions of an FPSC approved contract, Rate Schedule, Rider and/or Rule, the order of priority in interpretation shall be the (1) Contract, (2) Rate Schedule, (3) Rider, and (4) Rule.

The Cooperative shall have the right to execute contracts for service under any Rate Schedule or Rider that requires a contract. The Cooperative shall also have the right to execute other contracts for service provided, however, such contracts requiring Commission approval shall be contingent upon receipt of such approval.

3. CHARACTER OF SERVICE

3.1 Standard Installation

The Cooperative shall provide, as a standard installation, facilities required to supply service at a single point of delivery for a Single Premises. These facilities shall include one transformer, where required, and metering adequate to measure the Demand and Energy consumption of the Premises as required in the applicable Rate Schedule. Arrangements may be made with the Cooperative in the case of facility requests outside the scope of a standard installation pursuant to Rule 6 herein. A Distribution Line or Secondary Line, to be installed, owned and maintained by the Cooperative, will be provided when the Member meets the requirements listed in Rule 6 herein. (Line Extension Policy Tariff Sheet 5)

3.1.1 Secondary Service (600 volts or less)

A Standard Secondary Service Installation will be installed and owned by the Cooperative pursuant to Rule 6 herein. Service for any service entrance sizes, in excess of 399 amps, single or combined, of like voltage or phases, shall be considered large, and therefore shall be owned, installed, and maintained by the Member pursuant to Rule 6 herein. When a Member installs its own Secondary Service, the Cooperative shall assume no responsibility for such service.

3.1.2 Primary Service (over 600 volts and less than 46,000 volts)

Primary Service is not considered standard service as it relates to Rule 6, herein.

3.1.2.1 Overhead

A Primary Service Installation includes an overhead Primary Line, transformer(s), transformer pole(s), and metering equipment that will be provided by the Cooperative pursuant to Rule 6. The Member is required to install, own, and maintain any additional line and supporting poles.

3.1.2.2 Underground

Underground Distribution Lines will be installed only where, in the opinion of the Cooperative, such installation is appropriate and financially feasible. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Cooperative where the matter rests in the Cooperative's sole discretion

3.2 Voltages

The standard nominal service voltages within the Cooperative's service area are:

<u>SECONDARY</u>		<u>PRIMARY</u>	<u>TRANSMISSION</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120 volts	120/208 volts	12,470/7,200 volts	46,000 volts
120/240 volts	240 volts	24,940/14,400 volts	115,000 volts
120/208 volts	277/480 volts		230,000 volts
240/480 volts	480 volts		

The availability and application of these voltages will be determined by the Cooperative under the applicable Rate Schedule.

4. APPLICATION, SERVICE REQUEST OR CONTRACT

4.1 Written Application or Contract Required

A written application for service may be required from a Member before the Cooperative will be obligated to supply service. The Cooperative shall have the right to reject any application or contract for valid reason. When special construction or equipment expense is

necessary to furnish service, the Cooperative may require a contract for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of a contract for service, and specify a minimum contract term. By receiving service under a specific Rate Schedule or Rider, the Member or Member's heirs, successors and assigns has agreed to all terms and conditions of this Tariff and the applicable Rate Schedule or Rider. A Member's refusal or inability to sign a contract or agreement as specified by the Tariff, Rate Schedule or Rider in no way relinquishes the Member's obligations as specified herein.

4.2 Service to be Furnished

4.2.1 New Members

The Member shall provide in writing upon request of the Cooperative its electric load and Demand characteristics to be served. This information will be used by the Cooperative to determine the character of the service and the conditions under which the Member will be served

4.2.2 Existing Members: Notify Cooperative Before Increasing Load

The service connections, meters and equipment supplied by the Cooperative have definite capacity, and no substantial addition to the electric consuming equipment should be made without first consulting with the Cooperative. The Member shall notify the Cooperative in writing of any material increase in load no less than sixty (60) days prior to the addition of that load.

4.3 Modification of Contract

No promises, agreements or representation of any agent of the Cooperative shall be binding upon the Cooperative unless the same shall have been incorporated in a written contract and such contract is signed and approved by an agent of the Cooperative with apparent authority to sign such contract on behalf of the Cooperative.

4.4 Easements

Applicant consents that CHELCO by its agents, servants, employees or representatives shall at all reasonable times have the right to ingress or egress, to and from the Premises described herein for the purpose of inspection, reading, installation, testing, removal or repair of any meter on said Premises and for such other purposes as shall be necessary or incidental to the maintenance, upgrade or repair of the service herein applied for, including to trim foliage, trees, and brush and apply herbicide applications.

Applicant grants to CHELCO a utility easement for same over, under, through and across Applicant's Premises. Applicant hereby warrants that he or she owns said property or has authorization to grant such utility easement.

5. ASSIGNMENT OF RATES AND RATE SCHEDULES

5.1 Single Premises

The Rate Schedules are predicated upon the supply of service to the Member separately for each Premises and for the ultimate usage of such separate Premises. The combining of service of two (2) or more separate classifications through a single meter, or of two (2) or more Premises, or of two (2) or more separate Dwelling Units of the same Premises, will be permitted only as permitted by PSC Rule 25-6. An outlying or adjacent building of the Member, if located on the same Premises, may be served from the supply to the main residence or building, provided the use of such supply to the adjacent building is supplementary to the usage in the main residence or building.

5.2 Premises Containing Two (2) Meters

If the Member chooses not to supply the outlying or adjacent buildings by the main service, the Cooperative will consider this a non-standard installation and may install a separate service pursuant to Rule 6. The installed separate service shall be classified under one of the Rate Schedules based on the Member's electric usage characteristics.

5.3 General Service

A Member will be considered a General Service Member when so designated by the applicable Rate Schedule.

5.3.1 Residential

A residential Member, at the Member's option, and in accordance with current provisions of all applicable state, county and local codes, may have a General Service in addition to its Residential Service billed separately under applicable Rate Schedules.

5.3.2 Non-Residential

A Non-Residential Member, at the Member's options, and in accordance with current provisions of all applicable state, county and local codes, may have at a single delivery point, two (2) services billed separately under applicable Rate Schedules.

5.4 Choice of Optional Rate

Where optional Rate Schedules are available for the same class of service, the Member shall designate the applicable Rate Schedule. Where selection of the most favorable Rate Schedule is difficult to predetermine, the Member will be given a reasonable opportunity to change to another Rate Schedule, provided, however, that after one (1) such change is made, the Member may not make a further change in Rate Schedule until twelve (12) months have elapsed.

The Cooperative will, at the request of the Member, assist the Member in selecting the Rate Schedule most advantageous to the Member, but the Cooperative does not guarantee that the Member will at all times be served under the most advantageous Rate Schedule.

In no case will the Cooperative refund any difference in charges between the Rate Schedule under which service was supplied in prior periods and the newly selected Rate Schedule.

Where the General Service and large power rate schedules identify “consistency of demand” for eligibility for general service non-demand, general service demand, large power, and power factor billing, CHELCO has developed the following criteria as determinates for placing Members on and moving Members from one rate to another:

General Service Non-Demand, General Service Time of Use, and General Service Net Metering

Monthly demand must not consistently meet or exceed 50 KW for more than eight (8) months within a twelve (12) month billing period.

General Service Demand

Monthly demand must consistently meet the range of 50-499 KW for nine (9) or more months within a twelve (12) month billing period.

Large Power Demand

Monthly demand must consistently meet or exceed a minimum of 500 KW for nine (9) or more months within a twelve (12) month billing period.

Power Factor Billing

For Accounts meeting General Service demand or large power rate criteria and having a measured demand of 450 or more at least once, a power factor meter will be installed. Demand billing for each month will be determined by calculating 90% of power factor and comparing the results to measured kW. The higher of the two will be used to bill these Members each month, but not less than 75% of the preceding twelve (12) months.

Monthly reviews of all accounts on these rates are conducted and any account identified as being on the threshold of meeting criteria for changing rates is monitored monthly until the next annual evaluation each January. At that time, should the account continue to meet criteria for being placed on the alternative rate, the rate is changed after the Member is notified.

5.5 Resale of Service

Service shall be for the sole use of Member and shall not be furnished under any Rate Schedule to any Member for the purpose of reselling any or all such service.

5.6 Contract Termination upon Implementation of New Base Rates and Charges

Except as provided otherwise in this Tariff, all contracts for retail service shall terminate without further notice upon the effective date of the Cooperative's implementation of new base rates and charges (either temporary or permanent) resulting from a general rate proceeding. For purposes of this Tariff provision, new base rates and charges shall not include a subsequent adjustment of rates made by the Cooperative after implementation of rates and charges to comply with the Order. An example of such an adjustment is an adjustment to base rates required by the CHELCO Board of Trustees and FPSC to reflect the expiration of an amortization period.

5.7 Default Schedule for Large Use General Service or Industrial Members

Notwithstanding the conditions of service, in the absence of an executed contract between the Cooperative and the Member, service to a large use General Service Demand Member shall be provided at the rates and charges set forth in Tariffs 9.0 – 11.0 and such service shall be subject to the provisions.

6. LINE EXTENSION POLICY

See Tariff Sheets 5.1 - 5.5 Line Extension

7. MEMBER INSTALLATION

7.1 Inside Wiring and Entrance Equipment

The Applicant for service must, at the Applicant's expense, equip the Applicant's Premises with all wiring and entrance equipment, all of which shall be constructed and maintained, subject to the approval of any authorized inspectors, and in accordance with the Cooperative Entrance Standards. The Cooperative shall be under no duty to inspect the wiring and equipment of the Applicant/Member and in no event shall Cooperative be responsible therefore.

The Applicant/Member shall at all times maintain the service entrance and the wires inside the building.

7.1.1 Where an Applicant is located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Cooperative may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Cooperative may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances

7.1.2 Where an Applicant's Premises is located in an area not governed by local inspection laws or ordinances, wiring shall be installed in accordance with the requirements of the National Electrical Code and the National Electric Safety Code. Before furnishing service, Cooperative may require a certificate or notice of approval from a duly recognized authority stating that Member's wiring has been installed in accordance with the requirements of the National Electric Code and the National Electric Safety Code.

7.1.3 No responsibility shall attach to the Cooperative because of any waiver of these requirements.

7.2 Exclusive Service on Installation Connection

Except for emergency generating equipment approved by the Cooperative, no other electric light or power service shall be used by the Member on the same installation in conjunction with the Cooperative's service, either by means of a "throw-over" switch or any other connection, except under a contract for auxiliary service or under tariff 8.2.1 or tariff 9.2.1.

8. EQUIPMENT ON MEMBER'S PREMISES

8.1 Cooperative's Property and Protection Thereof

All meters or other appliances and equipment furnished by and at the expense of the Cooperative, which may at any time be on or in the Member's Premises, shall, unless otherwise expressly provided, be and remain the property of the Cooperative, and the Member shall protect such property from loss or damage, and no one who is not an agent of the Cooperative shall be permitted to remove or tamper with such property. If Cooperative property is damaged or destroyed, through the negligence of the Member or through a violation of applicable tariff provisions by the Member, the cost of necessary repairs or replacements shall be paid by the Member.

8.2 Location of Cooperative Transformers, Meters, and Equipment

The Member shall provide, at Member's expense and at a location satisfactory to the Cooperative, a suitable place for necessary poles, lines, circuits, transformers, meters or other equipment which may be furnished by the Cooperative. The Member will sign the Cooperative easement before any equipment is installed. PSC 25-6.050

8.3 Equipment Location Permit

If the Member is not the owner of the Premises served or of intervening property between such Premises and the Cooperative's main power lines, the Cooperative shall obtain from such owner, or owners, in a form satisfactory to the Cooperative, such permits or easements as are, in the opinion of the Cooperative, necessary for the installation and maintenance on such Premises and on such intervening property, all poles, wires, or other equipment as may be necessary for the supplying of electric service to the Member

8.4 Access to Premises

The properly authorized agents of the Cooperative shall have the right to enter upon the Premises of the Member at all reasonable times for the purpose of locating, inspecting, maintaining and providing access to facilities and reading, testing, repairing or replacing the meter(s), appliances, poles, lines, circuits and other equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service. Each meter, whether inside or outside a building, must be installed in a readily accessible location and be protected from damage, including, if installed outside a building, vehicular damage that may be anticipated. "Readily accessible" means the location should accommodate immediate access at the request of the Cooperative for reading, inspection, repairs, testing, maintenance, and replacement of the meter.

If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Cooperative, as determined by the Cooperative, the Cooperative may request that the Member take steps to correct the problem, or the Cooperative may require the Member to make payment to the Cooperative of the full cost of correcting the problem.

8.5 Tampering, Fraud, Theft, or Unauthorized Use

When the Cooperative detects fraudulent or unauthorized use of electricity, or that the Cooperative's regulation, measuring equipment or other service facilities have been tampered with, the Cooperative may reasonably assume that the Member or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and effecting repairs necessitated by such unauthorized use and/or tampering. In any event, the Cooperative may require the Member or unauthorized user to pay for such out-of-pocket costs. Under circumstances of fraud, theft, unauthorized use of electricity, tampering or alteration of the Cooperative's regulation, measuring equipment and/or other service facilities, the Cooperative may disconnect service without notice and is not required to reconnect the service until a deposit and all the aforementioned charges, or an estimate of such charges, are paid in full, subject to any provision in FAC 812. In the event of fraud, theft or unauthorized use of electricity which is not upon or connected with a Member's Premises, the ultimate user of the service shall be liable in the same manner as a Member for electric service used, the incurred costs of field calls and effecting repairs, and Disconnection without notice.

8.6 Member's Operations or Equipment

No attachment of any kind whatsoever may be made to the Cooperative's lines, poles, cross arms, structures, or other facilities without the express written consent of the Cooperative.

Where any Member's utilization of or existence of equipment has characteristics which, in the Cooperative's judgment, may cause or is causing interference, voltage fluctuations or disturbances with service to other Members or in the Cooperative's Transmission or Distribution system, or result in operation at a low power factor, the Member shall, at the request of the Cooperative, provide suitable facilities or otherwise take action to preclude such interference or improve such power factor, or both, as the case may be. Otherwise, the Cooperative shall have the right to provide, at the expense of the Member, the facilities necessary to preclude such condition or conditions.

This right of the Cooperative shall also include the ability to require action by Member to comply with the standards of any governmental agency(ies) having jurisdiction or duly applicable organization including FERC, NERC and FPSC provided that Member shall have the right to challenge Cooperative's determination that such compliance is required or appropriate. Member shall provide, upon request of Cooperative, access to Premises as described in this Rule 8, verified statements and/or other documentation as necessary to demonstrate compliance.

8.7 Member's Generating Equipment

If the Member has 60 hertz electric generating equipment, other than minor standby equipment for emergency use, the Member may parallel its 60 hertz system with the Cooperative's 60 hertz supply. The Member shall so regulate its use of electric energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Cooperative's system or be subject to termination of service. The Member will sign an interconnection agreement and pay the facilities study fee, if applicable, prior to connecting any generating system, such as solar, wind, turbine, etc. to the electric system.

9. METERING

9.1 Meters to be Installed by Cooperative

The electric Energy, unless otherwise specified, shall be measured by a meter or meters of standard manufacture, installed by the Cooperative. If more than one meter is installed for a Member that is charged under two (2) or more Rate Schedules, each meter shall be considered by itself in calculating the amount of any bills. Where building codes or other governmental regulation require a separate service for lighting or indicating exits of buildings, each meter shall be considered by itself in calculating the amount of any bills.

When for the convenience of the Cooperative more than one meter is installed at the same Premises for the same Member, the sum of the registration shall in all cases be taken as the total registration.

Charges for metering may be imposed in accordance with Rule 15, herein.

9.2 Meter Testing

The Cooperative will test meters used for billing Members in accordance with the FPSC Rule (25-6.022) and Rule 15, herein.

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed FPSC Rules, an adjustment shall be made in accordance with such FPSC Rules. In the event of the stoppage of or the failure of any meter or metering instrumentation equipment to register an accurate amount of Energy consumed, the Member will be charged or credited for such period on an estimated consumption based upon engineering calculations and measurements or Member's use of Energy in a similar period of like use and consistent with the FPSC Rules (25-6.103).

9.4 Demand Meter

The electric Energy to be used under the terms of Rate Schedules requiring a Demand Rate, shall be measured at the delivery voltage as to Maximum Demand, use of electric Energy and Power Factor determination through meters to be located in a building or buildings approved by the Cooperative, and furnished by the Member on the Member's Premises. The Cooperative shall own, furnish and install the necessary metering equipment. All bills, other than bills for the minimum payments, shall be calculated upon the registration of these meters. The meters installed on the Member's Premises, by the Cooperative under this Rate Schedule, shall remain the property of the Cooperative and shall be safely kept and protected by the Member.

The Cooperative shall, at all times, have the right to inspect and test meters, and if found to be defective or inaccurate, to repair or replace them at its option; provided that notice shall be given to the Member before testing the meters so that the Member may have its representative present, if desired. The Member shall also have the right to require a test of meters after a term of twelve month interval and upon giving notice of its desire to have such test made by the Cooperative.

9.5 Meter Reading Charge –Trip Charge

For Members with hard-to-access meters, a Trip Charge shall be added to Member's account in accordance with Tariff 5.0 if Member fails to provide access to the meter during a scheduled appointment. For purposes of this Rule, a hard-to-access meter is defined as a meter that (a) is located inside the Premises of Member, located behind a locked gate, located in an area proximate to an animal that in the judgment of the Cooperative Representative is dangerous, or is otherwise inaccessible to the Cooperative Representative or presents an unsafe condition; and (b) has not been read by a Cooperative Representative during the previous four (4) consecutive months.

No Trip Charge shall be assessed if (1) the Member is not present due to a medical emergency; or (2) in CHELCO's reasonable discretion, for any other reason that is outside of the Member's control. Member shall be provided the opportunity to set the time of the appointment, which must be during regular business hours and within a two-hour window of time. If two (2) appointments scheduled by the Member are cancelled at the request of Member or Member fails to set an appointment, then the Cooperative shall set the time of the next appointment, during regular business hours, which cannot be cancelled by the Member. At the Cooperative's option, assessment of a Trip Charge may be waived if Member agrees to and permits the installation of a remote meter-reading device outside of enclosed inaccessible area.

10. DEPOSIT TO INSURE PAYMENT OF BILLS

10.1 Applicable to Residential Members

The Cooperative shall require a deposit to insure payment of bills. Deposit may be waived with management approval. See Tariff Sheet 23 Deposit.

10.2 Applicable to Non-Residential Members

The Cooperative shall require a deposit to insure payment of bills. Deposit may be waived with management approval. See Tariff Sheet 23.1.

11. RENDERING AND PAYMENT OF BILLS

11.1 Payment of Bills

Bills will be issued monthly at intervals of approximately thirty (30) days and must be paid by the due date specified on the Member's Bill at an office or an established collection agency of the Cooperative. Bills rendered on estimated readings for service in months in which meters are not read shall have the same force and effect as those based on actual meter readings. Failure to receive a Bill shall not entitle the Member to pay the Bill after the designated due date has passed. Upon request, the Cooperative will advise the Member of the approximate date on which the Bill will be mailed each month, and if the Bill is lost, the Cooperative will issue a duplicate.

11.2 Payment After Due Date of Bill

See Tariff 21.0

11.3 Billing Disputes

A Member shall not be disconnected for failing to pay an outstanding Bill in full if the unpaid portion of the Bill is disputed by the Member and the Member complies with the applicable FPSC Rules.

11.4 Payment Extension

The Cooperative may, upon request, extend the due date by up to ten (10) calendar days or with management discretion, provided that the Member applies for the extension.

12. DISCONNECTION AND RECONNECTION OF SERVICE

12.1 Member Request for Disconnection

The Member shall be responsible and pay for all electric service supplied to the Member's Premises until one business day (Weather exclusion – Hurricane) following the requested Disconnection date given by the Member to the Cooperative to discontinue service.

12.2 Cooperative Right to Disconnect Service Without Notice

The Cooperative reserves the right to disconnect the supply of all service to all or any part of the Member's Premises without notice in accordance with the FPSC Rules for any of the following reasons:

12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;

12.2.2 Upon order by any court, the FPSC or other duly authorized public authority;

12.2.3 If fraudulent or unauthorized use of electricity is detected and the Cooperative has reasonable grounds to believe the affected Member is responsible for such fraudulent or unauthorized use; or

12.2.4 If the Cooperative's regulating or measuring equipment has been tampered with and the Cooperative has reasonable grounds to believe that the affected Member is responsible for such tampering.

No Disconnection shall invalidate any contract with the Member and the Cooperative shall have the right to enforce any contract notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.3 Cooperative Right to Disconnect Service With Notice – For Non-Prepay Rates

The Cooperative may disconnect the supply of all service to the Member's Premises (and refuse to serve any other Member of the same household or firm at the same Premises) in accordance with the FPSC Rules or other applicable law and with reasonable notice or attempts, which shall be provided to such Member at the address shown upon the Cooperative's records for any of the following reasons:

12.3.1 For non-payment of Bills or failure to post a required security deposit:

12.3.2 For Member's denial of access, including through actions or inactions not permitting adequate access, by employees or agents of the Cooperative to the Member's meter or other facilities; or

12.3.3 For any other lawful reason.

No Disconnection shall invalidate any contract with the Member, and the Cooperative shall have the right to enforce any contract notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.4 Reconnection Charges – For Non-Prepay Rates

Whenever service has been discontinued at a Premises (1) for non-payment of charges; (2) for failure to provide a security deposit; (3) at the request of a Member; or (4) for any other reason authorized under the Rules and caused by the Member's actions, a charge will be made by the Cooperative to cover the cost of reconnection of service, in accordance with the Reconnection Charges shown in Tariff Sheet 5 Miscellaneous Charges.

In the event a Member requests to discontinue service and requests to be reconnected within eleven (11) months, the Cooperative may assess an additional charge equal to the applicable Basic Customer Charge for that rate schedule multiplied by the number of months the service was disconnected. (See Tariff Sheet 5.0 Miscellaneous Charges)

13. SERVICE CURTAILMENTS

13.1 Emergency Curtailment Without Regard to Priority

Cooperative reserves the right to order electric service Curtailment without regard to the priority of service when in its judgment such Curtailment is required to forestall imminent and irreparable injury to life, property, or the electric system. Curtailment may include interruption of selected distribution circuits.

13.2 Curtailment of Service

The Demand Charges will not be reduced for any billing month because of any disruption, suspension, reduction or Curtailment of the delivery of electric Energy, unless due to fault, neglect or culpability on the part of the Cooperative. In any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

13.2.1 For reductions or Curtailments of electric Energy below Member's Billing Demand, the Demand Charge shall be reduced by the amount of the number of kW's reduced or curtailed multiplied by the ratio of the number of hours in which the reduction or Curtailment was in force to the total number of hours for the Billing Period in which the reduction or Curtailment was in force

13.2.2 With respect to disruption and suspensions of the delivery of electric Energy, the Demand Charge shall be reduced in the proportion that the length of time of all such service disruptions and suspensions during the billing month bears to the total number of hours in the billing Month, excluding scheduled suspensions

The Cooperative reserves the right to suspend service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Cooperative reserves the right to cut off the Member's supply of electric Energy when required.

13.3 Curtailment Procedures

In the event Cooperative encounters or anticipates a power supply disruption, fuel shortage, or transmission/distribution emergency, or any other situation that would render Cooperative unable to meet existing and reasonably anticipated Demands for Electric Service, which determinations shall be within Cooperative's reasonable discretion, Cooperative shall have the right to implement these Curtailment procedures to maintain and restore service to the extent possible under the circumstances.

13.4 Curtailment Initiation

In the event a Curtailment is required in the sole judgment of the Cooperative, Cooperative shall have the right to curtail Electric Service to its Members. Such Curtailment shall be effective as of the date and time specified by Cooperative. Cooperative shall implement its emergency plans for Curtailment to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Cooperative and to the extent possible.

13.5 Curtailment Notification

If advance notification is possible, Cooperative shall give notification of Curtailment in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Members to be notified.

13.6 Lifting of Curtailment

Service shall be restored to Members pursuant to its emergency plans for Curtailment.

A Member who is mandated to curtail Energy use, either by order of an appropriate governmental agency or under application of these Rules, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be excluded from meeting the provisions of the ratchet requirements of the Rate Schedule.

14. LIMITATIONS OF LIABILITY, INDEMNIFICATION AND INSURANCE

14.1 The Cooperative shall not be liable for any act, omission or event caused by strikes, acts of God, equipment failure, or unavoidable accidents or contingencies beyond its control.

14.2 Cooperative shall not be liable for damages for any failure to supply electricity or for an Interruption, limitation, or Curtailment of Electric Service, whether or not such disruption is ordered by a governmental agency having jurisdiction or duly applicable organization including FPSC, FERC, NERC and PowerSouth Energy Cooperative, if such failure, Interruption, limitation, or Curtailment is due to the inability of Cooperative to obtain sufficient electric supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Cooperative.

14.3 Cooperative shall not be liable for damages caused by wiring, electrical appliances or equipment on Member's Premises.

- 14.4 Cooperative shall not be liable for damages resulting to Member or to third persons from the presence or use of electricity or the presence of Cooperative's equipment on Member's Premises, unless due to the willful default or negligence on the part of Cooperative.
- 14.5 Member shall not make any internal or external adjustment to or otherwise interfere with or break the seals of meters or any other Cooperative owned equipment ("Cooperative Property") installed on Member's Premises, and Member shall insure that no one except employees or agents of the Cooperative do so. Member shall provide and maintain suitable protective devices on Member property to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of electricity to Member's Premises. The Cooperative shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or Irregularity in the supply of energy which could have been prevented by the use of such protective devices. In the event of loss or damage to the Cooperative's personal property, including Cooperative Property, through willful misconduct, misuse, or negligence on the part of Member or its employees, agents or representatives, Member shall be liable and shall pay to the Cooperative the cost of the necessary repairs or replacement of Cooperative Property.
- Member shall also be liable for any injury to any person, including the loss of life, caused by willful misconduct, misuse or negligence on the part of Member or its employees, agents or representatives. Member shall indemnify and hold harmless and defend Cooperative from and against any and all claims, liability, proceedings, suits, costs or expenses, including reasonable attorney fees, damages, losses, fines, and penalties based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, willful misconduct, misuse or negligence on the part of the Member or its employees, agents or representatives.
- 14.6 Cooperative and its construction contractors are not responsible for damage to unmarked (private or public) utilities along the path of construction.

15. MISCELLANEOUS AND NON-RECURRING CHARGES

15.1 AMI Opt-Out Charge

If Member does not permit Cooperative to install a meter employing AMI (Automated Meter Infrastructure) on Member's Premises, Cooperative shall charge Member a monthly AMI Opt-Out Charge per service location each month to recognize the cost of manually reading the meter (See tariff Sheet 5. Miscellaneous Charges). The charge shall cease to be applied once an AMI meter is installed and Cooperative receives the first automatic reading from the meter.

A Member who does not permit installation includes a Member who communicates to the Cooperative that AMI installation is refused; does not timely respond to the Cooperative's request to schedule an AMI meter installation; fails to complete the installation appointment; or otherwise does not allow the Cooperative to use AMI for the Member's service. A Member who misses an AMI installation appointment will also be subject to the Trip Charge under Tariff Sheet 5. Miscellaneous Charges.

15.2 After Hours / Same Day Charge

If Member requests that electric service be initially connected or disconnected outside of normal business hours or on the same day the request is submitted, Member may be charged an After Hours / Same Day Charge in addition to any other applicable charges for each connection (See Tariff Sheet 5. Miscellaneous Charges).

15.3 Meter Diversion

Unauthorized tapping of electricity in a way that circumvents the metering allowing an entity to receive energy without paying for it. (See Tariff Sheet 5. Miscellaneous Charges).

15.4 Meter Tampering

Meter tampering occurs when there is unauthorized removal of a meter, severing of a meter seal, opening of a meter base, altering an entrance cable in any manner, or self-reconnects not worked by an authorized CHELCO employee or representative. (See Tariff Sheet 5. Miscellaneous Charges).

15.5 Reconnection Charges

See Tariff Sheet 5. Miscellaneous Charges

15.6 Returned Items

Any item returned by a financial institution (i.e. Non-Sufficient Funds, account closed, unauthorized use) is subject to a charge as set by the State of Florida to reimburse the Cooperative for the cost incurred by the returned item. Section 68.065, Florida Statutes

15.7 Trip Charge

This fee covers costs associated with a service visit to a location, including but not limited to, employee or contractor travel time, vehicle and equipment used. (See Tariff Sheet 5. Miscellaneous Charges)

ADOPTED BY THE BOARD OF TRUSTEES 05/21/2020