



**SERVICE RULES & REGULATIONS
OF
RAFT RIVER RURAL ELECTRIC CO-OP, INC.
MALTA, ID**

Note: The terms “member”, “patron” and “consumer” share the same meaning in many policies of the Cooperative. Over time it will be our goal to use terminology consistent with the By-Laws and use the word “member” when referring to persons or entities being served by the Cooperative.

I. APPLICATION FOR MEMBERSHIP & ELECTRIC SERVICE

“These Rules and Regulations were adopted to supplement, but not to modify or change the Articles of Incorporation and By-Laws, which are controlling.”

A. PLACE OF APPLICATION

Application may be made at the office of the Cooperative or to a duly authorized agent or employee.

B. MEMBERSHIP REQUIREMENTS

Each applicant for service will be required to sign an application for membership and agree to abide by the Articles of Incorporation, By-Laws, Service Rules and Regulations as established and rates and minimums of the Cooperative.

1. A non-refundable membership fee of \$25.00 shall be collected for each application for membership. Upon acceptance of the application by the Board, a membership certificate shall be issued by the Cooperative. A member may hold only one membership.

2. All members must meet the requirements of General Policy 305 (Member Accounting Practices) when connecting or disconnecting a service.

There shall be no transfer of membership except as provided for in Article I, Section 7 of the By-Laws. Such transfer shall be made and recorded on the books of the Cooperative and such membership noted on the original certificate representing the membership so transferred.

3. When ownership of a service changes to a party other than the surviving spouse of a deceased member, the new member shall be required to comply with all membership and contract requirements.

C. MEMBERSHIP CANCELLATION

All memberships shall be considered inactive and subject to cancellation by the Board when the member has not received power or paid his or her power bill or contract minimum (when applicable) in a timely manner (refer to General Policy 305 Member Accounting Practices).

D. SERVICE CONTRACT

Each future or modified service will require a signed contract by the owner for service as stated in General Policy 402 (Line Extensions). Contracts will contain security provisions for payment of service provided.

E. RIGHT TO REJECT

The Cooperative reserves the right to reject any application which does not comply with the By-Laws, Service Rules and Regulations and policies of the Cooperative.

II. MEMBER RESPONSIBILITY

Each member shall, as soon as energy is available, purchase from the Cooperative all electrical energy which is purchased for use pursuant to the provisions of Article I, Section 3 of the By-Laws.

It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by the members as capital as provided in the By-Laws. Each member shall pay all amounts owed by them to the Cooperative and has no right to off-set an unpaid account with unpaid capital credits allocated to that member.

A. BEGINNING AND ENDING SERVICE

1. METER READINGS

Any person or persons who starts using electricity, without first notifying the Cooperative and enabling the Cooperative to record the meter reading, shall be held responsible for any amounts due for electricity supplied to the premises from the time of last reading reported.

2. NOTICE OF INTENT TO VACATE PREMISES

Members shall give notice of intent to vacate premises and may be held liable for service used until a final meter reading, acceptable to the Cooperative, is obtained.

3. DISCONNECT AND RECONNECT DURING PERIOD OF VACANCY OR NON-USE

Services shall be left intact during times of vacancy and non use, as long as the applicable charges are paid. If the rate or contract minimum (when applicable) is not paid then the service is subject to removal. If a service is subject to removal as described above, a new contract for service will be required prior to reconnection. Disconnection of service may be made during a period of vacancy upon written request by the member to the Cooperative office.

Such disconnect shall be subject to charges as specified in General Policy 305 (Member Accounting Practices). Further information is available at the Cooperative offices.

It is expected that the member will give the Cooperative at least five days notice of such connect or disconnect. If such notice is not given, the member may be charged actual travel and labor costs at current Cooperative rates.

4. IDLE SERVICES

Should a member desire that an unused service be left in place for future use, the members will be required to pay the rate and or contract minimum (when applicable).

B. WIRING REQUIREMENTS

1. The Cooperative will require all new service connections or where changes in wiring have been made, that prior to connection a proper inspection tag shall be furnished in accordance with the enforcement agency having jurisdiction over the member's installation.
2. Any member on the system with obvious unsafe electrical condition(s) and/or inadequate wiring, when asked by the Manager or any duly authorized agent of the Cooperative, shall take steps to correct the unsafe condition(s) or cause the unsafe condition(s) to be disconnected until that condition(s) is corrected. Should the member fail to correct or disconnect the unsafe condition, the Cooperative may disconnect in the interest of safety.

C. MEMBER'S LIABILITY

The Cooperative's responsibility extends only to the supplying of service up to and including the metering point. The member assumes full responsibility for the service upon the premises beyond the metering point, and for the wires, apparatus, devices and appurtenances, used in connection with the service.

The member shall indemnify, save harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of electric current by the member at or on the member's side of the metering point.

D. PROTECTION BY THE MEMBER

1. The member shall protect the equipment of the Cooperative located on their premises and shall provide clear access to the equipment for Cooperative personnel.
2. In the event of damage or loss of Cooperative equipment located on the members premises and the loss is due to negligence on the part of the member, the member shall pay the cost of necessary replacement or repairs.
3. The member shall provide the Cooperative access to locked apparatus and or premises by allowing Cooperative locks to be installed jointly with member locks.

E. NOTICE OF TROUBLE

The member shall give immediate notice to the Cooperative or its authorized employees of any interruptions, irregularities or unsatisfactory service and of any defects known to the member on the Cooperative's facilities.

F. RESALE OF SERVICE

It is illegal for members to resell electric energy purchased from the Cooperative.

G. METER TESTING

1. For all meter testing done at the request of the member for questionable accuracy, one complimentary test will be performed to assure correctness. Additional meter tests requested by the member shall be at the members' expense unless the meter is found to be faulty.

2. If the meter is found to be faulty, the percentage adjustment to or from the member will be made. The adjustment will be in accordance with applicable state regulations.

H. MEMBERSHIP

When a membership has remained inactive for a period of twelve (12) months it is subject to cancellation by the Board of Directors.

III. METER READING, BILLING & COLLECTION

1. The Cooperative will read meters on the 1st of each month.
2. Billing will be completed as soon after the 1st of the month as possible.
3. Billing will be on a calendar month basis.

A. PAST DUE ACCOUNTS

See General Policy 305 (Member Accounting Practices) as defined. The policy is available at the Cooperative office.

B. INSUFFICIENT FUND CHECKS

1. A member's account will not be considered paid and will be subject to disconnect if the check tendered for payment of the account is returned for insufficient funds, no-account, or such other similar reason.
2. When a check is returned by the bank, a minimum \$25.00 service charge will be assessed.
3. If a member repeatedly pays with checks that are returned, the Cooperative management may require the member to pay further balances in cash or other specified manner or the member may be required to provide an additional deposit beyond the initial deposit made at the time of application for membership, even if the original deposit may have been returned at an earlier time.

IV. HOUSE OR LARGE EQUIPMENT MOVING

The Cooperative will allow the moving of buildings and equipment under its lines providing adequate clearance as defined by the National Electric Safety Code can be maintained. Upon notification of the Cooperative, arrangements will be made to dispatch Cooperative personnel to safely facilitate the move.

- A. The Cooperative will upon adequate notice and with proper arrangements open any and all lines to permit safe passage to buildings or equipment being moved by a member at no charge to the member, subject to provisions of General Policy 409 (Movement of Buildings and Equipment Under and Through Cooperative Lines). Should movement of over height items by any one individual become excessive, charges will be levied to offset costs to the Cooperative.
- B. Any non-member (individual or entity) who plans to move a building or piece of equipment under or through Cooperative lines and cannot meet the above clearances shall be required to

contact the Cooperative during regular business hours to arrange for moving such building or equipment. Cost for labor and equipment use will be paid by the non-member and may require an advance payment prior to the movement of the building or equipment. See General Policy 409 (Movement of Buildings and Equipment Under and Through Cooperative Lines), for details.

- C. The Cooperative reserves the right to specify the time when any or all lines may be opened, if necessary, in order to protect the members against undue inconvenience or costly outages due to the request of the mover. The mover will need to provide a full description of the route to be used and the loaded dimensions of the building or equipment, including the overall height.

V. RELOCATION OF COOPERATIVE FACILITIES

The Cooperative will relocate or change routing of its lines and facilities providing that the member requesting such relocation or change shall pre-pay the calculated costs of such work. The advantages and improved facilities to be gained by the Cooperative will be considered and charges prorated accordingly.

VI. MEMBERS EQUIPMENT ON COOPERATIVE POLES

Appurtenances or attachments of any kind shall not be affixed to Cooperative poles without specific written authorization from the management of the Cooperative. Adequate safe working space around the poles shall be left maintained at all times by the member.

VII. CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence in an attempt to provide a constant and uninterrupted supply of electric power to all members. If power failures occur because of (1) operation of safety devices installed to protect the power system; (2) interruptions and reductions due to Acts of God, Governmental Authority, public enemy, vandalism, accident, strikes, labor trouble; and (3) temporary interruptions and reductions by the Cooperative as deemed necessary for the purpose of maintenance, repairs, replacements, installation of equipment and inspection; or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore. The Cooperative will endeavor to notify, where possible, the members thus affected of the time and duration of the interruption.

VIII. RIGHTS OF WAY

The Cooperative will require that all members being served or applying for service shall grant, at no cost to the Cooperative, a right-of-way easement over ground including public or governmental agencies being served for such facilities. The Cooperative will refrain insofar as possible from placing lines or facilities upon any public road right-of-way. The manager or designated employee is authorized to act as the Cooperative agent to secure right-of-way for necessary lines and facilities to be constructed and operated by the Cooperative. Any payments or considerations to be made for such right-of-way will be subject to approval by the Board of Directors.

IX. LINE EXTENSIONS

All requests for line extensions and or services will be handled in accordance with General Policy 402 (Line Extensions), which is on file in the Cooperative offices.

X. TERMS OF SERVICE

- A. The cost of construction will be considered in accordance with the terms of the General Policy 402 (Line Extensions).
- B. The member shall be responsible for costs from the Cooperative's metering point on. Secondary loops other than C.T. (current transformer) metering loops will not be allowed on Cooperative transformer poles. Other consumer attachments to the Cooperative's transformer pole will be at the discretion of the Cooperative and approved attachments shall be located in such a manner so as to not interfere with the safe operation of equipment or any necessary Cooperative functions.
- C. All secondary lines beyond the meter of 600 volts and under shall be owned by the member. Secondary lines greater than 600 volts will require special approval by the management.
 - 1. The Cooperative will determine the type and location of metering required to measure members electrical use.
 - 2. Panels for pumps shall not be mounted on Cooperative owned poles. 75 horse power or greater services will be metered on the transformer pole. Services under 75 horsepower will be metered on the service pole. See General Policy 402 (Line Extensions).
 - 3. Exceptions may only be allowed by approval of the management when no other alternative is available.

XI. IRRIGATION SERVICE

- A. APPLICATION FOR SERVICE
The Cooperative cannot afford additional expense involved in maintaining a large enough inventory to supply all needs of the member. The member must allow the Cooperative adequate time to plan, order and install the materials needed to build services and power lines.
- B. COVERAGE OF SERVICE BY CONTRACT
 - 1. There shall be in force a properly executed power purchase agreement contract for all new or altered facilities served by the Cooperative.
 - 2. The terms of each contract shall be in accordance with terms set forth in General Policy 402 (Line Extensions).
 - 3. All contracts shall be recorded with the appropriate County Recorder.
- C. SERVICE VOLTAGE
The Cooperative reserves the right to specify service voltage.
- D. POWER FACTOR CORRECTION
The Cooperative reserves the right to install power factor correction on members installations. Expense for all power factor correction will be paid by the Cooperative.

E. ELECTRONIC VARIABLE SPEED MOTOR CONTROLS

Any controller with the potential to distort the supply voltage wave form shall meet the standards set forth in IEEE standard 519.

The member shall be responsible for the design and cost of controllers, necessary filters and all maintenance thereof. However, the Cooperative may contribute towards the purchase and installation of the required equipment needed to meet the IEEE standard 519 for all new irrigation installations that apply in advance of the installation. Rebates, if applicable, will be based on the requirements outlined in General Policy 511 (Harmonic Distortion).

F. PUMP TESTING

The energy and demand charges for testing a pump shall be at the applicable rate.

G. STOCK WATER PUMPING

During months other than irrigation season, the use of irrigation pumps to provide water for livestock will be billed as off-season irrigation pumping and the power will be billed according to the appropriate rate.

H. CONTRACT MINIMUM

Terms and conditions of the contract shall be established with the member at the time of the initiation of the agreement.

I. PAST DUE IRRIGATION ACCOUNTS

1. See General Policy 305 (Member Accounting Practices), for a schedule of charges.
2. It shall be the landowner's responsibility for payment for pumping service on their land. The landowner is responsible for payment whether directly or through a lease arrangement, contract purchase agreement or otherwise.
3. Irrigation accounts are subject to disconnect for non-payment during the irrigation season.

XII. SHARED BILLS

In the case where a service is used by more than one user, such as a group or association, and the bill is shared between them, a "Duly Authorized Individual" shall be recorded, with the Cooperative. This individual will be viewed as the contact person for payment of the bill.

XIII. STOCK PUMPS

- A. The minimum on stock pumps shall be as established by the appropriate rate schedule. In addition to the rate minimum, the service may be subject to a contract minimum.
- B. Stock pumps shall be connected for service the full year. If the member requests disconnects or connects, they will be billed as specified in General Policy 305 (Member Accounting Practices). The policy is available at the Cooperative office.

XIV. MAILING LIST

The Cooperative general mailing list shall be available only to legally authorized entities or others wherein it is determined by the Board of Directors that the use thereof will serve the best interests of the members and the general public.

XV. JOINT USE OF POLES

It shall be the policy of the Cooperative to enter into agreements for the joint use of poles with any qualified agency, with proper enumeration to or from the Cooperative for such use, wherein such joint use shall contribute to the promotion of economic gain or general welfare of the Cooperative and its members.

The Cooperative will specify the construction and maintenance standards for joint use facilities located on Cooperative poles.

XVI. WARRANTY ON WIRING AND MERCHANDISE

- A. For merchandise and equipment purchased through the Cooperative, the Cooperative assumes no responsibility to furnish, without charge, any labor or service charges incurred in servicing, and/or removal and replacement of parts other than that which is furnished under the manufacturer's or installer's warranty.
- B. The member will be charged at the current rate for such labor, parts and replacements as necessary to maintain in operable condition such equipment when the member requests service for such items, except to the extent that the manufacturer provides in the warranty for their merchandise or equipment. The Cooperative will strive to obtain all of the benefits of the manufacturer's and/or installers warranty for the member.