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## **STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE**

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### **(1) GENERAL**

The term "Cooperative" as used herein shall mean Washington-St.Tammany Electric Cooperative, Inc., its successors or assignees. The term Member shall mean each present or prospective user of electric service supplied by the Cooperative.

The "Standard Terms and Conditions for Electric Service" shall supersede all previous Terms and Conditions or Rules and Regulations under which the Cooperative or its predecessors have supplied electric service.

All electric service furnished by the Cooperative shall be subject to the provisions of these Standard Terms and Conditions and to the applicable provisions of Cooperative's electric service rate and Rider Schedules.

### **(2) APPLICATION FOR SERVICE**

At the option of the Cooperative a written application for service may be required from any Member and a separate application may be required for each point of delivery of service.

### **(3) CONNECTION CHARGE**

In order to partially cover the cost of making service available, and subject to the limitations hereinafter set forth, the Member shall pay to the Cooperative, as a connection charge, the amount set forth in its Schedule of Charges on file with the Louisiana Public Service Commission.

### **(4) AVAILABILITY OF SERVICE**

Service is available in all areas served by the Cooperative where existing distribution lines of adequate capacity and suitable phase and voltage to furnish Member's requirements are located adjacent to the premises to be served.

### **(5) EXTENSIONS OF AND ADDITIONS TO EXISTING FACILITIES**

A) Single phase overhead line extension to permanent structures shall be at no cost to the member as to the first one thousand (1000) feet of primary construction with member contributions thereafter in accordance with the procedures set forth below.

B) Members shall pay the cost differential between single phase underground and overhead line extensions to permanent structures up to 1000 feet of primary construction.

C) The following applies to both A and B above:

- 1) The member will pay all the cost of primary construction and right-of way preparation and clearing beyond 1000 feet.
- 2) In case of a large commercial load a contract may be required.
- 3) Nonprofit organizations qualifying for tax exempt status as defined by the Internal Revenue Service shall be exempted from one half the cost

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of line extensions. To qualify for the above exemption, the nonprofit organization must provide the cooperative evidence of nonprofit and/or tax exempt status.

Permanent structures shall be defined as a building or structure which is connected to or is a permanent water source and/or connected to or is a permanent sewerage source.

This may be altered if deemed necessary after conducting an Economic Feasibility study.

### **(6) RIGHTS-OF-WAY AND FRANCHISES**

The Cooperative's obligation to furnish service shall be contingent upon its ability to secure and retain all necessary franchises, rights-of-way, permits, etc., at costs which the Cooperative considers reasonable.

The Member shall furnish to the Cooperative, free of all costs, all necessary rights-of-way over land owned or controlled by the Member, and over intervening private property when requested to do so by the Cooperative.

### **(7) INSPECTION AND PERMITS**

Where municipal or other governmental regulations require an inspection certificate or permit approving the Member's installation, such certificate or permit shall be obtained by the Member before service is made available.

### **(8) POINT OF DELIVERY**

For residential service, unless otherwise specified in a service agreement, the point of delivery of service shall be at a point outside of the residential structure where the service lines of the Cooperative connect with the electrical wires of the residential structure.

For commercial and industrial service, the Cooperative, at its option, may set the point of delivery of service at the property line, at the transformer, on the Member's building, or any other place the Cooperative may deem necessary. In either case, the point of delivery shall conform to the Electric Service Standards of the Cooperative. The Cooperative's rate Schedules, unless otherwise stated in the Schedules, contemplate that all connections between the Cooperative's lines and the point of delivery will be aerial (overhead) wire by the shortest and most direct route. If a Member having a right to make such choice desires underground connections or other overhead wire arrangements, the cost of which is greater than that of such

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direct overhead route, then the Member will pay to the Cooperative the difference between the cost of the shortest and most direct overhead facilities and the type of connection chosen.

### **(9) ACCESS TO MEMBER'S PREMISES**

The Cooperative shall have access to the Member's premises at all reasonable times, and free of all tolls or other charges, for the purpose of installing, reading, testing, repairing or removing its meters or other facilities, and for all other purposes required by the Cooperative to render proper service to the Member and to its other Members. Should the Cooperative be prevented from routinely reading an electric meter because of a locked gate or other reasons related to a Member's premise, the Cooperative shall, at the Member's expense, have the right to relocate the electric meter to a readily accessible location or to install special metering equipment to allow reading of the meter.

### **(10) USE OF SERVICE**

All facilities, including lines, wiring, apparatus and appliances, beyond the point of delivery shall be furnished, installed, owned and maintained by the Member. Such facilities shall be installed and maintained in a safe and efficient manner and in accordance with good practice and all lawful regulations. The Cooperative, however, does not assume the responsibility of inspecting the Member's facilities.

The Member shall not use the service furnished in any manner that interferes with the provision of proper service to the Cooperative's other Members.

All service furnished is for the exclusive use of the Member and shall not be resold or shared with others without the Cooperative's written consent.

### **(11) BILLS FOR SERVICE**

Member shall pay monthly for all service furnished in accordance with the rate Schedule applicable to the type of service furnished. Bills will be rendered monthly and are payable within 20 days from date of bill. The terms month and monthly as used herein and in the Cooperative's rate Schedules shall designate the period between any two consecutive readings of the Cooperative's meters at approximately 30 day intervals.

### **(12) DEPOSITS**

The Cooperative may, at any time, require the Customer to make and maintain a cash deposit as security for payment of bills for service. The amount of such deposit shall be determined by the Cooperative but shall not be more than an amount equal to two and one-half (2<sup>1/2</sup>) times the estimated maximum monthly bill. Such deposits will be refunded to the Customer upon final discontinuance of service and after all indebtedness of the Member to the Cooperative has been

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paid. Interest, at the rate of five per cent (5%) per annum, will be paid annually on the amount of any such deposit held for six months or more.

### **(13) METERING**

All metering equipment necessary to properly measure the electricity furnished shall be installed, owned and maintained by the Cooperative.

A meter socket must be provided and installed by the Member.

Member shall furnish a suitable space, acceptable to the Cooperative, for installation of meters, and other equipment necessary to deliver and measure the electricity supplied by the Cooperative. Member shall not damage or tamper with said meters and other equipment and shall take all reasonable precaution to prevent others from damaging or tampering with any of Cooperative's equipment located on Member's premises. The Cooperative, at its expense, shall test its meters at such intervals as may be required by good operating practice and all lawful regulations and at other times when requested to do so by the Member, subject to fees approved by the LPSC.

### **(14) ADJUSTMENT OF BILLS**

Whenever a meter is tested and found to be inaccurate by more than two per cent (2%) the Cooperative shall adjust past bills for service to compensate for such inaccuracy. Adjustments shall cover the period of inaccurate registration if the length of such period can be determined. Otherwise adjustments shall cover an estimated period as may be mutually agreeable to the Member and to the Cooperative; however, in no event shall an adjustment cover an *estimated* period of more than six (6) months.

In the event of errors in a Member's bill, adjustments in favor of the Member will be refunded in principal only for the period of time such errors are substantiated. In accordance with the Commission's General Order In re: Computer Glitches and Billing errors dated April 21, 1993 (Amending General Order of July 11, 1975), errors in favor of the Cooperative shall be collectible for a maximum period of six months. This provision does not limit the Cooperative's rights to compensation in the event of fraud or theft for any period of time.

### **(15) LIABILITY**

The Member shall be solely responsible for the use and disposition of electricity on the Member's side of the point of delivery. The Member shall protect and save the Cooperative harmless and indemnified from injury or damage to persons or property occasioned by the presence, absence, use and disposition of such electricity on the Member's side of the point of delivery, except where said injury or damage shall be shown to have been caused by the sole negligence of the Cooperative.

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The Cooperative shall not be responsible for damages, losses or injuries occasioned by Member or any other persons who tamper with or attempt to repair or replace any facilities owned or maintained by the Cooperative.

### **(16) SERVICE INTERRUPTIONS**

The Cooperative shall use due diligence in the operation and maintenance of its facilities so as to provide safe, adequate and uninterrupted service. However, the Cooperative shall not be liable to the Member, nor shall the Member be liable to the Cooperative by reason of the failure of the Cooperative to deliver, or the Member to receive, electricity as a result of injunction, fire, riot, strike, explosion, flood, accident, breakdown, acts of God or the public enemy or other acts or conditions reasonably beyond the control of the party affected.

The Cooperative shall not be liable for damages occasioned by interruptions of service when such interruptions are necessary to make repairs or changes in the Cooperative's equipment and facilities.

### **(17) SUSPENSION OF SERVICE**

The Cooperative may suspend service at any time that the Member fails to comply with these Terms and Conditions or with the provisions of any contract between the Member and the Cooperative. At least five (5) days notice will be given to the Member by the Cooperative of its intent to so suspend service except in cases of emergency or fraud.

When service is suspended for nonpayment of bills it will not be restored until the Member pays all such bills plus the cost of restoring service (except as described below). If the Member requests permanent discontinuance of service during any period of suspension for nonpayment of bills, the cost referred to above shall be paid to the Cooperative before service is again made available to the Member.

When service is suspended for any other cause it will not be restored until the cause of the suspension has been removed or remedied. The Cooperative shall not be liable for damage occasioned by suspension of service when such suspension is affected in accordance with these provisions.

### **(18) RATE SCHEDULES**

The Rate Schedule applicable to the Member's service will be the Cooperative's standard Rate Schedule in effect for like conditions of service to the class of service furnished the Member. If the Cooperative should apply for an increase or decrease in the rate applicable to the class of service furnished the Member, and Cooperative's requested change is approved by the regulatory body having jurisdiction thereof, the increased or decreased rate shall be applicable to the bills rendered thereunder from and after the effective date of such rate change.

When more than one of the Cooperative's Rate Schedules is applicable to the Member's service the Cooperative will once a year, in accordance with the Commission's General Order dated November 2, 1987 as amended September 5, 1997, provide the Member an opportunity to select

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among applicable Rate Schedules. Such assistance and advice will be based upon the Member's representations as to use of service and the Cooperative shall not be responsible for any difference that may later arise because of the provisions or effect of any rate Schedule so selected. Any alternate Schedule, once selected by the Member, shall remain in effect for at least one year unless (a) the Schedule is lawfully modified, (b) a permanent change in the Member's load or condition of service renders the Schedule inapplicable, or (c) any contract with the Cooperative is terminated in accordance with the provisions of the contract. This analysis allows a Member to choose among the rates available to other Members in their respective class of service, but does not allow a Member to choose inapplicable rate Schedules available to other classes of service.

### **(19) MODIFICATIONS**

No agent of the Cooperative has the power to amend, modify, alter or waive any of these Terms and Conditions or to bind the Cooperative by making any promises or representations that conflict with the provisions of these Terms and Conditions.

Whenever there is a conflict between the provisions of any of the requirements herein and the specific provisions of any rate Schedule, the provisions of the rate Schedule shall govern.