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NEWBERRY ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

Newberry Electric Cooperative, Inc.

Service Rules and Regulations

Approved by the Board of Trustees: January 26, 2026

Effective Date: March 1, 2026

THESE RULES AND REGULATIONS ARE APPLICABLE TO ALL APPLICANTS FOR MEMBERSHIP TO OBTAIN ELECTRIC SERVICE WITH NEWBERRY ELECTRIC COOPERATIVE, INC. THE COOPERATIVE WILL SUPPLY ELECTRIC SERVICE TO PERSPECTIVE MEMBER-OWNERS BASED ON THE APPLICABLE RATE SCHEDULE AND THESE SERVICE REGULATIONS.

THESE SERVICE RULES AND REGULATIONS ARE APPROVED BY THE BOARD OF TRUSTEES TO GOVERN TERMS AND CONDITIONS UNDER WHICH ELECTRIC SERVICE IS PROVIDED BY NEWBERRY ELECTRIC COOPERATIVE, INC. AND SHALL BE CONSTRUED AS SUPPLEMENTAL TO THOSE PROVISIONS GOVERNING ELECTRIC SERVICE PURSUANT TO THE COOPERATIVE BYLAWS.

Newberry Electric Cooperative, Inc.
Service Rules and Regulations

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SECTION 100: MEMBERSHIP AGREEMENT WITH MEMBER-OWNER

These Service Rules and Regulations, as part of the Service Agreement between Newberry Electric Cooperative and the Member, govern the supply and receiving of electric service. Membership is available to all persons within the service area of the Cooperative on a non-discriminatory basis as set forth in the Bylaws of the Cooperative. This agreement highlights the main points found in the Service Agreement and does not constitute a contract between the Cooperative and the Member.

As a Member of the Cooperative, you are both a consumer and an owner of the Cooperative. You have the right to vote to select the Cooperative's Trustees. The Board of Trustees sets policies that determine how the Cooperative operates.

We take great pride in providing you with quality service. Quality service is our most important product. We will endeavor to maintain at all times the quality service that you expect and deserve; however, we cannot guarantee continuous and uninterrupted service.

The general summary of your rights to service is as follows:

A. You have the right to electric service if you establish satisfactory credit and provide the Cooperative with necessary and reasonable access to your property for your electric service and that of neighboring property.
B. You have the right to establish your credit by meeting satisfactory credit requirements or making a cash deposit.
C. You have 15 days after the billing date shown on your electric bill to pay your electric bill. After 15 days, the bill will be considered past due, and a late charge will be added to your Account. Electric service to any residential customer for nonpayment of a bill will not be interrupted until twenty-five (25) days have elapsed from the date of billing.
D. The Cooperative will notify you with each month's bill the date for which the service is subject to disconnection. Accounts will be subject to disconnection without further notice. In the event you are unable to pay the bill, you may contact the Cooperative's office prior to the disconnection date to discuss possible payment arrangements. Failure to receive a bill shall not exempt the Member from payment of a bill or service charge.
E. The Cooperative will not disconnect electric service after 4:00 p.m. on a Friday, on a weekend, a legal holiday for non-payment (prepay accounts are excluded from this policy), or during periods when the temperatures are above 95° or below 32°.
F. You have the right to have the Cooperative test your electric meter for accuracy and to have a report of the test results given to you. A fee will be charged for the testing for any meter and the fee will be refunded if the meter is found to be outside acceptable accuracy limits.
G. You may request and have installed by the Cooperative at your expense types of service that exceed what is normally supplied, provided that they meet the general conditions in the Service Rules and Regulations. If you need such services, please call us.
H. As a Member of this Cooperative, you will share in margins called Capital Credits, which are assigned in the Members' names. The refunding of Capital Credits is at the discretion of the Board of Trustees.

SECTION 200: NEWBERRY ELECTRIC COOPERATIVE, INC.'S RESPONSIBILITIES

Newberry Electric Cooperative, Inc. (Cooperative) will use reasonable diligence in furnishing a regular and uninterrupted supply of power. The Cooperative does not, however, guarantee uninterrupted service and shall not be liable for damages should interruption occur due to causes or conditions beyond the Cooperative's control. Examples include, but are not limited to: extraordinary repairs; breakdowns or failures of the machinery, transmission lines, distribution lines, or other facilities of the Cooperative; act of the Cooperative taken to prevent or limit the extent or duration of interruptions or disturbances of service on the Cooperative's electrical system; or other extenuating circumstances such as acts of God, public enemies, accidents, labor disputes or acts of civil or military authority.

Unless otherwise provided for in a contract between the Cooperative and the customer, the point at which service is delivered by the Cooperative to a customer shall be the point at which the customer's facilities are connected to the Cooperative's facilities. The Cooperative shall not be liable for any loss, injury, or damage resulting from the customer's use of his equipment beyond the point at which the customer's facilities begin.

The Cooperative will provide and maintain the necessary line or service connections, transformers, meters, and other apparatus that may be required for the proper measurement of and protection to its service. All such equipment shall be the property of the Cooperative.

The Cooperative will provide to each new residential and small commercial customer, if requested, a clear and concise explanation of the available rate schedules for the class of service for which the customer makes application for service, and shall assist the customer in selecting the most economical rate schedule applicable.

The Cooperative will provide to each residential and small commercial customer to whom more than one rate schedule is reasonably available a clear and concise summary of the existing rate schedules applicable to the customer's class of service.

Notification will be given by the Cooperative to each affected customer of any proposed adjustment in rates and charges, excluding adjustment of base rates for fuel costs within sixty (60) days.

SECTION 300: APPLICATION OF RULES AND REGULATIONS

These Rules and Regulations are applicable to all applicants for membership to obtain electric service with Newberry Electric Cooperative, Inc. The Cooperative will supply electric service to perspective Members under the standard form of application, service agreement or contract and based on the applicable rate schedule and these service regulations.

These Service Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by action of the Cooperative's Board of Trustees. Approved changes shall become effective immediately unless otherwise indicated and shall be posted on the Cooperative website.

SECTION 400: ELECTRIC SERVICE AVAILABILITY

401: APPLICATION FOR MEMBERSHIP

The Service Agreement between The Cooperative and its Member will consist of the following:

- Membership Application, signed by Member and Cooperative (with membership fee and security deposit, if required),
- Bylaws,
- All necessary right-of-way easements,
- Current applicable rate schedule and riders, and
- Current Service Rules and Regulations (and with the understanding that the Service Rules and Regulations are amended from time to time). All current and active Service Rules and Regulations will be posted on The Cooperative's website and all Members shall be bound.

A supplemental written contract on a form provided by the Cooperative may be required from any applicant based upon service requirements.

The Cooperative's form of Application for Membership must be completed, signed, and submitted, accompanied by a membership fee of $5.00. For Members applying for service, an identity/credit check will be performed to confirm identity and deposit requirements. Applications for joint membership require the signature of each individual. Neither the Membership nor the Service Agreement is transferable or assignable; however, capital credits may be transferred to the Cooperative. A non-refundable connection charge, as specified in the Schedule of Charges, will be required.

The Cooperative will perform a credit check to determine if a deposit is necessary.

402: SECURITY DEPOSIT

A. **Residential Members** – The Cooperative may charge a deposit if the member's credit records indicate one is required, or if the credit status of the member cannot be determined, or if the following:
    1. The member's past payment record to a previous electric utility shows delinquent payment practices such as two (2) consecutive 30-day arrears, or more than two (2) non-consecutive 30-day arrears in the past 12 months.
    2. A new member who cannot furnish either a satisfactory letter of credit from their previous electric utility provider or cannot provide an acceptable co-signor.
    3. A new member who has had their service terminated for non-payment, meter tampering, or for theft of electricity.

B. **Commercial Members** – The cooperative will charge a deposit. The maximum deposit will be equal to two of the highest billing usage for the previous 12-month period or an estimated amount of such. A surety bond or a bank issued irrevocable letter of credit may be used in lieu of a cash deposit if approved by the Cooperative.

C. **Exemption of Deposits** – A Deposit may be waived if the Member's current service with the Cooperative is in good standing, or if the member receives a satisfactory score from a credit bureau reporting system.

D. **Increase of Deposits** – The deposit amounts specified are considered to be the minimum requirement and may be increased based on the credit history of the member.
E. **Deposits Due to Indebtedness** – If a member has had service with the Cooperative previously and has an old undisputed account which has not been paid, then the deposit shall be determined by the Cooperative in its discretion.
F. **Deposit Refunds** – Deposits are held as surety should a member fail to settle his indebtedness with the Cooperative. If all of the following conditions are met for Residential Consumers, deposits are returned: if the member is in good standing, and upon termination of membership, the membership fee and security deposit will be refunded or applied against any unpaid balance.

403: TEMPORARY SERVICES

Temporary service will be furnished for construction or other purposes. Applications for temporary service requiring the extension of facilities shall be handled on an individual basis. The member applying for temporary service will be required to supply a suitable pole that shall be constructed in accordance with the National Electric Code, any applicable local governmental codes, and the Cooperative's requirements. The member will be required to obtain his own inspection approvals for such installations.

The temporary service shall not be used by the member after the building has been occupied or the construction of the building has progressed to such a stage that the temporary service can be made permanent on the constructed building.

404: ADDITIONAL SERVICE CONNECTIONS

A Member may have any number of service connections under one membership. The Member may be obligated to pay, pursuant to the above Section, the applicable service security deposit for each additional service and will be obligated to pay for all electric demand and energy used on the premises at the Cooperative's applicable rates. A Member with more than one account is equally responsible for current payment of all accounts, and service may be denied for a new service for failure to pay on another account under the same Member.

405: MULTIPLE SERVICE LOCATIONS

When a member has multiple service locations, each location is bound to all Cooperative Service Rules and Regulations and Bylaws as agreed to at the time of original membership application.

406: AREA COVERAGE AND LINE FACILITIES

In providing area coverage service, the Cooperative will provide a standard service connection that requires no facilities or services in excess of those normally provided by or acceptable to the Cooperative. The Cooperative may require additional fees for line extensions beyond the limits as provided by Cooperative policy (see Line Extension Policy).

When a Member or an individual requests that the Cooperative supply electric service in a manner which requires equipment and facilities in excess of those which the Cooperative would normally provide, and the Cooperative finds it practical to do so, such excess equipment

and facilities will be provided as excess facilities at a cost to the Member. Costs will be collected through excess facilities charges and/or contributions-in-aid of construction as agreed upon by the Cooperative and the Member.

407: METERING

The Cooperative normally provides and installs the meter and requires the Member to provide an approved meter base and certain connection facilities to the meter base. The meter base shall be installed at the Point of Delivery according to the Cooperative's Engineering Standards. Any meter installed at the request of the Member that would not have been installed as standard equipment will be considered an excess facility.

The Cooperative provides metering technology that accelerates outage notification, helps improve reliability, and enhances power quality monitoring.

Meters collect consumption and status information and communicate directly with our customer information and billing system. Installation of these meters across our system offers increased efficiencies and reduced cost in meter reading.

Newberry Electric Cooperative will charge an additional $75.00 per month should a member insist that we not replace the existing meter with our enhanced metering option. The charge is based on the fact that we incur an otherwise unnecessary monthly trip to the area in order to receive the monthly reading for billing.

Members applying for more than one class of service on the same premises will arrange their wiring so that each class of service can be metered separately. Regardless of ownership of the facilities, the Cooperative will have the right, at its option, and at its own expense, to place demand meters, voltmeters, locking devices, or other instruments on the premises of the Member for the purpose of monitoring and maintaining the Member's service.

408: SUMMARY OF SERVICE CHARGES

Charge	**Fee**
Membership	$5.00
Trip Fee	$40.00
Disconnect Fee	$40.00
Reconnect Fee	$40.00 during normal business hours $100.00 outside normal business hours
Returned Check Fee	$35.00
Meter Testing Fee	$40.00
Polyphase Meter Testing Fee	$125.00
Late Payment	$30.00
Meter Tampering Penalty	$500.00 (minimum)
Reading meter on site	$75.00

SECTION 500: CONDITIONS OF SERVICE

501: GENERAL CONDITIONS

The Cooperative will supply electrical service to the Member after all of the following conditions are met:

A. The Member is in compliance with all aspects of the Service Agreement and agrees to be bound by the Cooperative's Articles of Incorporation and Bylaws.

B. The Member agrees to furnish without cost to the Cooperative all necessary easements and rights-of-way. In the absence of a signed Service Agreement or Contract, the accepted application (by the Cooperative) or receipt of service (by Member) shall constitute a contract between Newberry Electric Cooperative, Inc. and the Member obligating the Member to pay for all electricity used on the premises in accordance with the Cooperative's Rate Schedules as well as comply with its Service Rules and Regulations and Bylaws.

C. The Cooperative will not be required to extend its electrical distribution facilities, for the purpose of rendering electric service to the Member or prospective Member, until satisfactory rights-of-way, easements or permits have been obtained from regulatory agencies and property owners at the Member's expense. In addition to granting the Cooperative the right to extend facilities on, across, or under property controlled by the Member with necessary trimming and clearing rights, the Member is expected to keep the right-of-way clear of all structures and obstacles consistent with the use of the right-of-way by the Cooperative, and to allow the Cooperative continued access for ingress and egress to its facilities.

D. The Cooperative may require a contribution in aid of construction based on service conditions such as line extensions; conversions; relocations; underground commercial, industrial and residential developments; and other service conditions as defined under the Line Extension Policy. A contribution in aid of construction is necessary when the required investment to provide the requested extension of electrical distribution facilities does not produce sufficient revenue to support the investment.

E. The Member agrees that the Cooperative will have right of access to Members' premises at all times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative, or when on any other business between the Cooperative and the Member. In cases where it is reasonably necessary and cost effective, the Cooperative may use, without payment to the Member, the Member's premises for accessing neighboring property served by the Cooperative.

F. In the Application, or by accepting electricity from the Cooperative, the Applicant agrees that any person residing at the service address listed in the Application, who has a past due account balance including any interest and penalties owed the Cooperative on that address, shall have that past due account balance added to the Applicant's bill for the service address before the Cooperative will commence new service. If found later, the Applicant will become responsible for the past due balance, and it must be paid upon the normal billing terms described in Services Rules and Regulations once billed by the Cooperative. Failure to pay the past due amounts owed to the Cooperative by other persons residing at the service address upon the terms and conditions set, shall be reason for denial or disconnection of service.

G. Provisions of service in no way conflict with public authorities.

H. All Member wiring and equipment has met the requirements of the National Electrical Safety Code and specifications of policies of the Cooperative, in addition to the specifications of any local authorities having jurisdiction. Proof of inspections required to meet local, and state governmental standards of the premises' wiring has been made available by the Member.

I. The Member has not connected, and agrees not to connect in the future, any motors, generators or other equipment which are not suitable for operation with the character of the service supplied by the Cooperative or which adversely affect the Cooperative's equipment or the service to other Members.

J. The Member agrees to be responsible for any additional facilities, protective devices, or corrective equipment necessary to provide adequate service or prevent interference with service to the Cooperative's other Members. Such loads include, but are not limited to, those requiring excessive capacity because of large momentary current demands or requiring close voltage regulation, such as welders, X-ray machines, shovel loads, or motor starting across the line.

K. The Member agrees to be responsible for notifying the Cooperative of any additions to or changes in the Member's equipment which might affect the quality of service or might increase the Member's demand.

L. The Member agrees that when multi-phase service is furnished, the Member will at all times maintain a reasonable balance of load between the phases. Three-phase motors with high-starting or fluctuating currents must be installed in accordance with the Cooperative's Rate Schedule and Riders and Rules and Regulations.

502: STANDARD SUPPLY VOLTAGES

The Cooperative maintains one system of alternating current at a standard frequency of 60 cycles per second that is supplied throughout its system and within prudent utility practices. The Cooperative will determine the voltage, number of phases, and type of metering which will be supplied depending upon the Cooperative's facilities available and upon the character, size and location of the load to be served. The Member will consult the Cooperative before proceeding with the purchase or installation or wiring of equipment. To avoid misunderstanding, this information should be in writing from both the Member and the Cooperative.

A. **Single Phase Service** (overhead or underground) 120/240 volts.

B. **Overhead Three Phase Service**

1. 120/240 volts four-wire delta connection
2. 120/208 volts four-wire wye connection
3. 277/480 volts four-wire wye connection
4. 7200/12470 volts four-wire wye connection

C. Underground Three Phase Service

1. 120/208 volts four-wire wye connection
2. 277/480 volts four-wire wye connection

3. 7200/12470 volts four-wire wye connection

Other voltages may be supplied; dependent upon availability, such requests should be made in writing to the Cooperative for approval.

It will not be considered a violation of this voltage standard when voltages outside of the prescribed limits are caused by any of the following:

- Action of the elements, Service interruptions,
- Temporary separation of parts of the system from the main system, Infrequent fluctuations of short duration,
- Voltage control for load management purposes, other causes beyond the control of the Cooperative,
- Addition of Member equipment without proper notification to the Cooperative, Emergency operations, or
- The operation of the Member's equipment

503: General Wiring Requirements

Each consumer shall cause all premises receiving electric service pursuant to their membership to become and remain wired in accordance with the specifications and requirements of the Cooperative, the South Carolina Fire Insurance Underwriters Bureau, the National Electric Code and any requirements of local governmental agencies having jurisdiction over the premises.

The Member or his contractor shall install the service entrance at the nearest accessible point of connection with the Cooperative's distribution lines. In all cases, the location of the point of service must meet the Cooperative's approval prior to connection of services. Failure to obtain prior approval for the location of the service may result in additional charges to the Member. All service entrances shall be installed in conduit from the service head to the meter socket. A separate ground wire of sufficient size shall be bonded at the ground lug in the meter base and shall be extended to and connected to a ground rod.

Meters will not be located or built around so as to be enclosed within a structure (screen porches, rooms, etc.); therefore, being readily accessible for reading and servicing at any reasonable hour. Meters remain the property of the Cooperative.

All three phase services and single-phase CT type services, unless otherwise approved by the Cooperative, shall be equipped with a pad-locking type, externally mounted disconnect. The disconnect is to be provided, installed, and maintained by the Member and readily accessible to Cooperative personnel for the purpose of safely and securely disconnecting service.

504: Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted service and will not be liable for loss or damage to any Member's equipment, belongings, real property, business losses or consequential damages caused by any failure to supply electric service or by any interruption or reversal of the supply of electric service, if such is due to any cause beyond the reasonable control of the Cooperative.

Service Interruptions include but are not limited to:

A. An emergency action due to an adverse condition or disturbance on the system of the Cooperative, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electric service to some consumers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.

B. An act of God (rain, snow, sleet, storm, etc.), or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.

C. Making necessary adjustments to changes in or repairs on lines, substations, and facilities and in cases where, in the Cooperative's opinion, the continuance of service to consumers' premises would endanger persons or property.

The Member will notify the Cooperative immediately of any defect in service or of any trouble or irregularity to the electric supply.

Maintenance work on lines or equipment requiring service interruption will be done, as far as practicable, at a time that will cause the least inconvenience to the Members. The Members to be affected by such planned interruptions will be notified in advance, if practicable

505: RIGHT-OF-WAY MAINTENANCE

Right-of-Way: Cooperative Right of Entry

Every Member has granted a right-of-way/easement to the Cooperative in order for the Cooperative to install, maintain, or repair lines or electric service to the Members' homes or businesses. The Cooperative has the right to enter onto these rights-of-way at any time for these purposes and the Members are expected to cooperate and assist the Cooperative employees when they enter a Member's right-of-way.

Right-of-Way Clearing for New Lines

We clear trees and vegetation from new rights-of-way prior to performing line construction. Our contract crews meet Newberry Electrical Cooperative's right-of-way specifications, which comply with the National Electric Safety Code. Please refer to the ***Line Extension Policy*** for more information on new line construction.

Right-of-Way Re-clearing Maintenance

Our contract crews re-clear the Coop's rights-of-way on a continuing basis. We use mechanical trimming methods to re-establish proper clearances and sometimes herbicides to help prevent undergrowth. All herbicides used are approved by the Environmental Protection Agency (EPA).

Clearance Specifications

In all situations, trees near power lines should be trimmed before they actually touch the power lines. Enough clearance must be maintained so the trees do not cause outages.

Line Clearances – Clearance for overhead primary and secondary lines is a minimum of 15 feet on each side of the lines. The minimum 30 ft horizontal clearance will be maintained from ground to sky on all three-phase lines. Maintaining this clearance on lines helps reduce tree-related outages during bad weather.

Transformer Clearances – The green box in your yard contains an underground service transformer. Never enclose it or limit access to it with fencing, shrubs, or anything that prohibits immediate access. Maintain clearances of 4 feet on the back and sides and 10 feet on the front.

If these clearances are not met Newberry Electric Cooperative reserves the right to remove any and all obstructions as they may cause delays in outage restorations.

Service Wires and Outdoor Lights

The Cooperative's contract crews trim limbs to maintain adequate clearance around the service wire to your meter and to any outdoor lighting owned by the Cooperative. Trimming limbs for outdoor lights to improve light output is the responsibility of the member. Service wires will only be cleared of small branches not large limbs or entire trees.

IF you, or a private tree company hired by you, feel it is unsafe to work close to the service wire or cut trees near it, please contact the office. We can schedule a crew to disconnect your service and re-install it after the work is complete. There may be charges associated with this service and will be evaluated by the Cooperative on a case-by-case basis.

506: Power Factor

The Member will at all times maintain a power factor at the point of delivery as close to one hundred (100%) as practicable. Where the overall power factor of the Member's load is less than 85 percent (85%) lagging, the Cooperative may require the Member to install at the Member's own expense equipment to correct the power factor and may adjust the Member's billing demand as specified by the applicable rate schedule. The Cooperative reserves the right to measure the power factor at any time.

507: Foreign Electricity, Parallel Service, Standby Generation

The Member will not use the Cooperative's electric service in parallel with other electric service, nor will other electric service be introduced on the premises of the Member for use in conjunction with or as a supplement to the Cooperative's electric service, without the prior written consent of the Cooperative.

Where approved standby and/or supplemental on-site generation is provided by the Member, parallel operation of the Member's generating equipment with the Cooperative's system will not be allowed, without express permission of the Cooperative. The Member will install all protective devices specified in the National Electric Code, or the National Electric Safety Code, as applicable. A double-throw switch must be used to prevent possible injury to the Cooperative's personnel and equipment by making it impossible for power to feed back into the main line from the emergency generator.

508: Resale of Power

Members shall not sell electric energy received from the Cooperative for any purpose, unless permitted by law. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the Bylaws, Services Rules and Regulations of the Cooperative, and by state or local laws, rules and codes.

509: Line and Facilities Conversion and Relocation

Upon request, the Cooperative will, consistent with prudent utility practice, relocate line, poles, and facilities. The Member will be required to pay in advance the cost of relocating the facilities that the Member requested. Any additional right-of-way necessary for relocation will be the responsibility of the Member to obtain.

At a member's request, the Cooperative may convert existing adequate overhead facilities to underground, provided that the Member pays the Cooperative for the cost incurred and for the retirement of the overhead service.

Under most circumstances, the Cooperative will, upon request, raise or lower lines to afford safe passage for buildings or equipment being moved. Parties making such requests will be required to pay the cost of the labor and any material used, plus an appropriate charge for transportation equipment. Also, such parties will be required to make a deposit, in advance, of the estimated cost to the Cooperative.

510: Power Quality

The load of any three-phase service shall be reasonably balanced between phases by the customer. The service connections, transformers, and appliances must be suitable for operation with the character of service supplied by the Cooperative, and shall not be detrimental to the same. The electric power must also be used in such a manner so as not to cause excessive voltage fluctuations or disturbances of the Cooperative's distribution system. The Cooperative will be the sole judge as to the suitability of all apparatus or appliances and as to whether the operation of such apparatus or appliances is or will be detrimental to the Cooperative's system.

All apparatus used by the customer should have the highest practical commercial efficiency, power factor, and proper balancing of phases. Motors which are frequently started or arranged by automatic control, must give maximum starting torque with minimum current flow and must be equipped with controlling devices as approved by the Cooperative. The customer must notify the Cooperative of any increases or decreases in its connected load.

511: Electric Motors

The Cooperative must be consulted in advance on motor installations greater than 25 H.P. The maximum permissible size depends upon the consumer's location on the distribution system and the capacity of the circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases, a variation in the voltage supplied to other members who receive service from the same circuits or transformers.

It is, therefore, necessary that the Cooperative limit the amount of starting current which may be drawn by a motor.

All motors should be provided with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on each of the three phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change of

phase; therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure.

Where single phase primary voltage only is available and a three-phase motor load is desirable, the consumer has the option to purchase a phase converter apparatus and install and maintain it at his own expense. The Cooperative will advise the consumer on specifications for such apparatus to be compatible with such motor load.

512: RESTRICTIONS OF USE OF SERVICE

The Cooperative may impose reasonable restrictions on the use of electric service during periods of shortage of supply, excessive demand or other difficulty which jeopardizes the supply of service to any group of customers.

The Newberry Electric Cooperative, Inc. may impose reasonable restrictions on the use of electric service by customers who create conditions which prevent the Cooperative from supplying satisfactory service to that customer, or to other customers.

If the Cooperative finds that it is necessary to restrict the use of electric service, it shall notify its customers except in emergencies, before such restriction becomes effective.

The Newberry Electric Cooperative, Inc. shall not be required to furnish service to customers whose equipment is operated in such a manner as to cause unreasonable voltage fluctuations on the Cooperative circuits, when these fluctuations are detrimental to service to other customers.

SECTION 600: BILLING

601: RATE SELECTION

The rate under which a customer will be billed is determined pursuant to the "availability" clauses of the Cooperative's electric rate schedules. In some cases, the customer may be eligible to take service under more than one rate. Upon request, the Cooperative will advise the customer in the selection of the rate that will produce the lowest cost of service based upon the information at hand. However, the responsibility for the selection of a rate lies with a customer, and the Cooperative will not be held liable for the customer's choice of rates.

602: RESPONSIBILITY TO READ METER

Meters will be read (by automated meter reading or, at the Cooperative's option, by on-site inspection), and bills rendered by the Cooperative. When a meter cannot be read on or about the scheduled date, the meter reading and corresponding use for the period will be estimated based on prior usage. Accounts billed on an estimated basis will be adjusted as necessary when actual readings are obtained. An explanation of the meter-reading process can be obtained from the Cooperative.

603: DUE DATES AND FAILURE TO PAY

Bills are due and payable upon receipt and are considered delinquent if payment is not received in the office by the close of business on the 10th day from the billing date. Members whose bills become delinquent will be charged a late payment charge of $30.00. If the billed amount is still delinquent at the time next month's bill is prepared, that bill will show the previous month's account balance as past due. A date of disconnect is printed on each month's bill. The Cooperative's office can be contacted prior to the disconnection date to discuss a payment arrangement if you cannot pay the bill in entirety.

604: MULTIPLE SERVICES

If a member has more than one account, the Cooperative reserves the right to apply any payment made by the Member to any account owed to the Cooperative by the Member. All funds received will first be applied to any interest and penalty on the delinquent account(s) with the remaining funds to be applied against the electric service bill.

605: BILL IN DISPUTE

Failure to receive a bill does not exempt a member from payment. A duplicate bill may be obtained from the Cooperative. Neither a dispute concerning the amount of a bill nor a claim or demand by the Member against the Cooperative will alter the normal requirements for payment. The Cooperative will resolve any bona fide billing dispute prior to termination of service for nonpayment.

606: ADJUSTMENTS TO BILL

If it is found that any customer has received or accepted any service from the Cooperative for compensation greater or lesser than that prescribed in the applicable billing schedule, then adjustments to the bill shall be as provided by the following:

A. Fast or Slow Meters - In the event a meter has been tested and found to have an error of more than 2%, the bills will be increased or decreased accordingly, but in no case shall such a correction be made for more than the proceeding 60 days.

B. Customer Inadvertently Overcharged -If the Cooperative has inadvertently overcharged a customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, the Cooperative shall, at the customer's option, credit or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

   1. If the interval during which the customer was overcharged can be determined, then the Cooperative shall credit or refund the excess amount charged during that entire interval provided that the applicable statute of limitations shall not be exceeded.

   2. If the interval during which the customer was overcharged cannot be determined, then the Cooperative shall credit or refund the excess amount charged during the 12-month period preceding the date when the billing error was discovered.

   3. If the exact usage and/or demand incurred by the customer during the billing periods subject to adjustment cannot be determined, then the refund shall be based on an appropriate estimated usage and/or demand.

C. Customer Undercharged Due to Willfully Misleading the Cooperative

   If the Cooperative has undercharged any customer as a result of a fraudulent or willfully misleading action of that customer, or any such action by any person (other than the employees or agents of the Cooperative), such as tampering with, or bypassing the meter when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the Cooperative as such, then the Cooperative shall recover the deficient amount provided as follows:

   1. If the interval during which the customer was undercharged can be determined, then the Cooperative shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.

   2. If the interval during which the customer was undercharged cannot be determined, then the Cooperative shall collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Cooperative.

   3. If the usage and/or demand incurred by that customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand as determined by the Cooperative.

   4. If the metering equipment has been removed or damaged, then the Cooperative shall collect the estimated cost of repairing and/or replacing such equipment.

D. Customer Undercharged Due to Human or Machine Error

If the Cooperative has undercharged any customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any human or machine error, then the Cooperative may recover the deficient amount as provided as follows:

1. If the interval during which a consumer having a demand of less than 50 kW was undercharged can be determined, then the Cooperative may collect the deficient amount incurred during that entire interval up to a maximum period of six (6) months. For a consumer having a demand of 50 kW or greater, the maximum period shall be twelve (12) months.
2. If the interval during which a consumer was undercharged cannot be determined, the Cooperative may collect the deficient amount incurred during the six-month period preceding the date when the billing error was discovered by the Cooperative. For a consumer having a demand of 50 kW or greater, the maximum period shall be twelve (12) months.
3. The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
4. If the usage and/or demand incurred by that person during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.

607: METHOD OF PAYMENT

Payments may be made as follows:

- In person at our office located at 882 Wilson Road, Newberry, SC 29108
- By mail (check or money order)
- By bank draft
- By calling our office and speaking to a customer service representative
- Online via our portal

608: RETURNED CHECKS

Any Member whose check or card for payment of service is returned for insufficient funds will be notified immediately and a returned check fee will be added to the Member's Account. If the Member is in good standing, the Cooperative will attempt to notify the Member. The returned check fee and account will be considered to be delinquent, and the delinquent billing handled in accordance with the policy, above. If the Member is not in good standing and payment is not made within three business days after the date of notification, service will be discontinued if the account is delinquent. If the Cooperative receives more than two such returned payments from a member in a 12-month period, the Cooperative will refuse to accept further checks or card payments from that member for 12 months following the date of the second returned payment.

609: UNAVOIDABLE CESSATION OF SERVICE BY MEMBER

In the event the Member's premises is destroyed by fire, natural disaster, or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster, or other cause beyond the Member's control, resulting in the complete cessation of service, then upon written notice by the Member to the Cooperative within thirty (30) days thereafter, advising that the Member intends to resume service as soon as possible, any minimum charge, or guarantee occurring after such cessation of service for which the Member may be liable will be waived during the period of such cessation, and the contract will be extended for a corresponding period.

The Member's obligation to pay for charges incurred before cessation will be postponed with interest. Otherwise, the agreement for service will immediately terminate.

SECTION 700: DISCONNECTION AND RECONNECTION

701: DISCONTINUANCE OF SERVICE

When a customer desires to have his service terminated, he must notify the Cooperative; such notification may be verbal or in writing. The Cooperative shall be allowed a reasonable period of time after the receipt of such a notice to take a final reading of the meter and to discontinue service.

For termination of service, the Member should give a minimum of one business days' notice prior to requested disconnection unless a written contract specifies otherwise.

A Member may voluntarily withdraw in good standing from membership under both of the following conditions:

A. Payment of any and all amounts due the Cooperative, and cessation of any noncompliance with the membership obligations, all as of the effective date of withdrawal; and either removal to other premises not furnished service by the Cooperative, or ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to the service agreement; and

B. Upon such withdrawal, the Member will receive a refund of the balance of the membership fee and of any service security deposit held by the Cooperative after being applied to the Member's final bill.

702: DENIAL OR DISCONTINUANCE OF SERVICE

Unless otherwise stated, a customer shall be allowed a reasonable time in which to correct any situation regarding his/her electric service and account, which may result in discontinuation of electric service. Service may be denied or discontinued for any of the following reasons:

Without notice in the event of a condition determined by the Cooperative to be hazardous or dangerous.

Without notice in the event of customer's use of equipment in such a manner as to adversely affect the Cooperative's service to others.

Without notice in the event of unauthorized or fraudulent use (excluding tampering) of the Cooperative's facilities, i.e.:

A. Misrepresentation of the customer's identity for the purpose of avoiding payment of an outstanding bill owed the Cooperative while enjoying unauthorized use of the Cooperative's electric service.

B. For unauthorized reconnection of electric service by a customer who was disconnected for non-payment of his/her previous account, an account of which still retains an unpaid delinquent balance.

The Cooperative may deny a renter or tenant applicant connection of electric service if, upon verification of rental status with the property-owner or landlord, the Cooperative finds that the proposed occupation of the premise is unauthorized by the property-owner or landlord.

703: TAMPERING WITH METER AND/OR SERVICE DROP

After the customer has applied for and/or received service from the Cooperative, he shall make every reasonable effort to prevent tampering with the meter and service drop serving his premises. A customer shall notify the Cooperative as soon as possible, of any tampering with, damage to, or removal of any equipment.

Tampering with meters or with conductors carrying un-metered current and unauthorized breaking of Cooperative seals is prohibited by law and shall not be tolerated by the Cooperative. The Cooperative may discontinue service if the meter, conductors or seals have been tampered with. The Cooperative shall give notice to the customer of possible discontinuance of service upon determination that tampering has occurred. Should the Cooperative find that the meter, conductors or seals have again been tampered with, a tampering penalty may be charged to the account holder and the service may be discontinued consistent with any of the following:

A. A customer found tampering can avoid discontinuance of service or have the service reconnected by paying a reasonable charge for an inspection (to ensure proper operating conditions), a reasonable reconnect fee, and charges to compensate for any damage to the Cooperative's facilities.

B. A customer's bill may be adjusted to reflect normal usage should any tampering reflect other than normal meter reading.

C. Nothing herein shall prevent the Cooperative from pursuing appropriate legal actions for violations of and/or non-compliances with these rules and regulations.

D. For failure of the customer to fulfill his contractual obligations for service and/or facilities.

E. For failure of the customer to permit the Cooperative reasonable access to its equipment.

F. For non-payment of bill for service rendered provided that the Cooperative has made reasonable efforts to effect collection.

G. For failure of the customer to provide the Cooperative with a deposit as specified.

H. For failure of the customer to furnish permits, certificates, and rights-of-way, as necessary to obtaining service, or in the event such permissions are withdrawn or terminated.

I. For failure of the customer to comply with reasonable restrictions on the Cooperative's service, provided that notice has been given to the customer.

J. The Cooperative shall not be required to furnish its service or continue its service to any applicant who, at the time of such application, is indebted, under an undisputed bill to such Cooperative for service, previously furnished such applicant or furnished any other member of the applicant's household or business.

K. The Cooperative may terminate a customer's service should the customer be in arrears on an account for service at another premise.

L. For the reason that the customer's use of the Cooperative's service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the South Carolina Public Service Commission.

704: UNAUTHORIZED USE OF ELECTRICITY

If a customer is found to have tampered with the Cooperative's meter or any other equipment for the purpose of using electricity in an unauthorized manner, the customer will be assessed $500 plus any cost incurred by the Cooperative to correct the customer's tampering plus the estimated unbilled usage times the applicable rate schedule. In addition, the Cooperative will require a $195 deposit from the customer as outlined in Deposits for Service, Section A, Subsection 5. Furthermore, the Cooperative may contact the appropriate law enforcement agency and press charges against the customer.

705: RECONNECTION OF SERVICE BY COOPERATIVE

Subsequent to the disconnection of electric service by the Cooperative for reasons listed in the previous section, service may be reconnected under the following conditions:

A. The conditions causing the disconnection are corrected.

B. Payment has been made for the cost of repair or replacement of the Cooperative's meter or any other property, if tampered with or otherwise damaged or destroyed.

C. Where the service has been discontinued for non-payment of a bill, meter tampering, unauthorized or illegal use of power, the Cooperative will have the right to refuse service to the same Member or to any other applicant who is a member of the Member's household until the infraction is corrected, credit is reestablished by the Member and all applicable accounts have been paid.

D. The Member has agreed to comply with reasonable requirements to protect the Cooperative against further infractions.

E. A reconnection fee and/or any other applicable service charges and security deposits, as specified in the Schedule of Charges, have been paid or acceptable credit arrangements have been made.

706: TERMINATION OF SERVICE

For termination of service, the Member should give a minimum of one business days' notice prior to requested disconnection unless a written contract specifies otherwise.

A Member may voluntarily withdraw in good standing from membership under both of the following conditions:

A. Payment of any and all amounts due the Cooperative, and cessation of any noncompliance with the membership obligations, all as of the effective date of withdrawal; and either removal to other premises not furnished service by the Cooperative, or ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to the service agreement; and

Upon such withdrawal, the Member will receive a refund of the balance of the membership fee and of any service security deposit held by the Cooperative after being applied to the Member's final bill.

707: PROCEDURES FOR TERMINATION OF SERVICE TO:

1) All Residential Members During Weather Conditions Marked by Extremely Hot or Cold Temperatures, and 2) Special Needs Account Members Due to Nonpayment

A. Termination of Residential Service During Extreme Weather- On any day when, as of 8:00 a.m., the National Weather Service forecasts temperatures in the cooperative's territory is below 32 degrees Fahrenheit or above 100 degrees Fahrenheit, no termination of residential service for nonpayment may take place.

B. Qualification as a Special Needs Account Member- "Special needs account member" means the account of a residential member where the member can furnish to the electric cooperative a certificate in the form of the document attached to this policy as "Attachment A" and signed by a licensed health care provider stating that termination of electric service would be dangerous to the health of the member or a person residing in the member's household at the premises to which electric service is rendered. "Licensed health care provider" means a licensed medical doctor, physician's assistant, nurse practitioner, or advanced-practice registered nurse. Such a form shall be valid for thirty days following the date of the licensed health care provider's signature. Upon the form's expiration, the member must submit a new form to retain qualification as a special needs account member.

C. Initial Notice to Special Needs Account Members of Termination Due to Nonpayment

The cooperative may terminate service to a special needs account member for nonpayment of a delinquent account. "Delinquent Account" means an account for residential service that remains unpaid for at least 30 days after the bill is rendered. The exact due date shall be printed on the face of the bill. The cooperative will not terminate service to any special needs account member due to nonpayment unless written notice is delivered by certified mail or hand delivery. The written notice must contain:

1. The cooperative's statement of termination policy.
2. An identification of the customer and service account affected by the proposed termination.
3. A statement of reasons for termination.
4. The date of proposed termination.
5. The amount of the reconnection fee.

6. A summary of rights and remedies, including procedure to dispute the termination notice, provisions relating to special needs account members described below, and sources of financial assistance.

7. Instructions on how service can be restored.

D. Investigation and Special Payment Arrangement Plans for Special Needs Account Members

When a special needs account member cannot pay a bill in full, the cooperative may continue to serve the member if the member has a satisfactory payment history and the member and the cooperative can agree on a reasonable portion of the outstanding bill to be paid immediately and the manner in which the balance shall be paid. In determining if a special needs account member has a satisfactory payment history, the cooperative will consider the member's entire payment history. In deciding on the reasonableness of a particular agreement, the cooperative shall take into account the member's ability to pay, the size of the unpaid balance, the member's payment history, the amount of time, and reasons why the debt is outstanding. If the member fails to make the payment agreed upon by the date that it is due, the cooperative may, but is not obligated to, enter into a second such agreement.

E. Final Notice to Special Needs Account Members Prior to and at the Time of Termination

1. If the cooperative and the special needs account member do not agree to a payment arrangement plan within ten days of service of the initial notice of termination, a second and final notice will be served by certified mail, hand delivery, or posted upon the premises in a place conspicuous to the member at least 24 hours prior to the date of the proposed termination.

2. The cooperative may terminate electric services upon serving the final written notice 24 hours prior to the proposed termination date when a special needs account member remits an insufficient funds check payment to the cooperative after receiving the notice of termination or breaches a payment agreement.

   Prior to termination of service, the cooperative will make an attempt to contact the special needs account member, either in person or by telephone, to apprise the member of the proposed action. If telephone or personal contact is not made, the cooperative employee shall leave notice in a place conspicuous to the member that service will be terminated on the next business day unless the delinquent charges have been paid.

F. Termination Notice to Special Needs Account Members for Nonpayment- When Prohibited

A notice of termination of service will not be issued for nonpayment of a delinquent account if the entire amount is disputed by the special needs account member and the member is currently negotiating the dispute with the cooperative. A cooperative may,

however, issue a notice of termination of service with respect to that portion of any delinquent account which is not disputed by the member.

G. Time of Termination of Service to Special Needs Account Members

Service to a special needs account member shall not be discontinued on a day, or a day immediately preceding a day, when the services of the cooperative are not available to the general public for the purpose of reconnecting terminated service. Service may be terminated only between the hours of 8:00 a.m. and 4:00 p.m.

H. Method of Termination of Service to Special Needs Account Members

1. Actual termination may not take place until 24 hours after service of final notice to the special needs account member.
2. The cooperative's employees shall attempt to inform the occupant of the affected residence that service is to be discontinued. The employee shall present the occupant with a statement of charges due and shall request verification that the delinquent charges have not been paid or are not subject to a dispute previously registered with the cooperative. Upon presentation of evidence, which reasonably indicates that the charge has been paid or is subject to a dispute previously registered with the cooperative, service shall not be terminated.
3. A customer service representative at NEC shall be authorized to accept payment. If payment in full of all delinquent charges is tendered, service shall not be terminated.
4. Payment may be tendered in any reasonable manner including personal check. Payment by personal check is not reasonable if the customer has paid the utility with checks returned for insufficient funds twice or more within the previous two years.
5. The NEC website will provide for all members a list of local social service agencies that the member may contact to determine the availability of public or private assistance with the payment of electric bills: See Attachment B.
6. If no special arrangement plan agreement is reached or the account is not paid in full prior to the time set out in the notice, service will be disconnected.

I. Reconnect Charges for Special Needs Account Members

1. To have a service reconnected, all delinquent charges must be paid up to the disconnected reading, as well as a reconnect fee. The reconnect fee is $30.00 during working hours and $60.00 after working hours.
2. The cooperative may also require a deposit to guarantee payment of any future bills.

J. Emergency Disconnects

Notwithstanding the procedures contained in this policy, the cooperative may terminate service to any customer without prior notice if it determines that a condition immediately dangerous or hazardous to life, physical safety, or property exists

(Attachment A)

Newberry Electric Cooperative, Inc.
Special Needs Account Member Certification

Member Name_____

MemberAddress_____

Member Telephone Number_____

I hereby certify that termination of residential electric service to the above-referenced member of Newberry Electric Cooperative, Inc., would be dangerous to the health of the member or a person residing in the member's household at the premises to which electric service is rendered.

I understand that this certification expires thirty days from the date of my signature below but that it can be renewed for an additional 30 days with the completion of a new form.

Licensed Health Care Provider's Signature_____

Today's Date_____

Licensed Health Care Provider's Name (Please Print) _____

Licensed Health Care Provider's Address_____

Licensed Health Care Provider's Telephone Number_____

Members Signature: _____ Date: _____

Emergency Contact Name:_____
Phone Number:_____

(Attachment B)

List of Public and Private Agencies for Assistance to Pay Electric Bills: 1:
Gleamns HRC

237 North Hospital Steet

PO Box 1326

Greenwood, SC Phone:
864-223-8434

Fax: 864-223-9456

Web: www.gleamnshrc.org

2: Newberry County Department of Social Services Hunt
Street

Newberry SC Phone:
803-321-2155

3: Carolina Community Actions 138
Oakland Ave

PO Box 933

Rock Hill SC 29731-6933 Phone:
803-329-5195

Fax: 803-329-5198

Serving Fairfield County

4: Many of the Local Churches have funds available to help. Contact the Church nearest to your residence.

708: APPROVAL AND COOPERATIVE'S BOARD AUTHORITY

The Cooperative's Board of Trustees is the governing body and is the final authority for making and revising these Service Rules and Regulations. These Rules and Regulations and Rate Schedules are on file in the Cooperative's headquarters office, and such filing and publishing will constitute official notice to all Members on such changes. Failure of the Cooperative to enforce any of the terms of these Rules and Regulations will not be deemed as a waiver of its right to do so.

In case of conflict between any provision of the Bylaws and these Service Rules and Regulations, the Bylaws will prevail. In case of conflict between any provision of a Rate Schedule or Rider and of these Service Rules and Regulations, the Rate Schedule or the Rider will prevail.

APPENDIX A: SCHEDULE OF ELECTRIC RATES

For all of the rates, the following apply:

Availability

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations, and the execution of a contract for service between the Cooperative and the consumer.

Definition of Month

The term "month" as used in this schedule means the period intervening between meter readings for the purpose of monthly billings.

Power Cost Adjustment

The Power Cost Adjustment will vary to reflect the actual wholesale power cost, subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment formula, Schedule PCA.

Contract Period

The original term of this contract will be one year, and thereafter, until terminated by either party on thirty (30) day written notice. The Cooperative may require a contract for a longer original term when the requirements are justified by the circumstances.

Sales and other Taxes

In addition to all other charges contained herein, the consumer shall pay any sales, use, franchise or other tax now or hereafter applicable to the service rendered hereunder or imposed on the Cooperative as a result of such service; provided, however, that no such tax shall be charged if the consumer has furnished to the Cooperative evidence of the consumer's exemption from such liability for such tax.

Newberry Electric Cooperative, Inc.
Schedule "R" Rate Code 01
Residential Service

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to residential consumers in residences, mobile homes, or individually metered apartments, subject to the Cooperative's Service Rules and Regulations.

TYPES OF SERVICE

The Cooperative with furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available: Single-phase, 120/240 volts or other available voltages at the Cooperative's discretion.

Motors in excess of 10HP, frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Cooperative.

RATE (MONTHLY)

Basic Facilities Charge $35.00

Energy Charge per kWh:

Summer (July – October Billing)		Winter (November – June Billing)	
kWh	$0.167/kWh	kWh	$0.167/kWh

Newberry Electric Cooperative, Inc.
Schedule "GS" Rate Code 02
General Service

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to non-residential, non-commercial services such as well pumps, small shops, barns, and other small single-phase services subject to South Carolina sales tax.

TYPES OF SERVICE

The Cooperative with furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available: Single-phase, 120/240 volts or other available voltages at the Cooperative's discretion.

Motors in excess of 10HP, frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Cooperative.

RATE (MONTHLY)

Basic Facilities Charge $35.00

Energy Charge per kWh:

Summer (July – October Billing)		Winter (November – June Billing)	
kWh	$0.167/kWh	kWh	$0.167/kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. The basic facilities charges or

B. $1.30 per kVA of required transformer capacity.

Newberry Electric Cooperative, Inc.
Schedule "SC" Rate Code 03
Small Commercial

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to commercial type consumers supplied through one meter, purchasing all power requirements from the Cooperative, and whose service requirements necessitate the installation of 25 kVA or up to 50 kVA.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available: Single-phase, 120/240 volts or other available voltages at the Cooperative's discretion.

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquiring at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators, and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge $35.00

Energy Charge per kWh:

Summer (July – October Billing)		Winter (November – June Billing)	
kWh	$0.167/kWh	kWh	$0.167/kWh

FACILITIES CHARGE ON BILL

The facilities charge per month shall be the sum of the basic facilities charge and $1.30 per kVA of required transformer capacity.

Newberry Electric Cooperative, Inc.
Schedule "SC" Rate Code 04
Commercial

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to commercial type consumers supplied through one meter, purchasing all power requirements from the Cooperative, and whose service requirements necessitate the installation of 50 kVA or more transformer capacity.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available: Single-phase or Three-phase, 120/240 volts or other available voltages at the Cooperative's discretion.

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquiring at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators, and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge $35.00

The Demand Charge is per kW, and the Energy Charge is per kWh:

All kW	$7.50 per kW of Billing Demand
Energy Charge	$0.0989 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. the basic facilities charge plus the demand charge or

B. $1.30 per kVA of required transformer capacity

Newberry Electric Cooperative, Inc.
Schedule "LP-1" Rate Code 05
Large Power Service

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to industrial, governmental, institutional, and other large power type consumers purchasing all power requirements from the Cooperative, and whose service requirements necessitate the installation of more than 50 kVA transformer capacity.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire, 240,480
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquiring at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators, and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge $80.00

The Demand Charge is per kW and the Energy Charge is per kWh:

All kW	$13.80 per kW of billing demand
Energy Charge	$0.0805 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. the basic facilities charge plus the demand charge, or

B. $1.30 per kVA of required transformer capacity, or

C. The charge as specified in a contract for service

Newberry Electric Cooperative, Inc.
Schedule "W" Rate Code 06
Wholesale Service – Distribution Metering Point

Effective with all bills rendered on or after April 1, 2025

AVAILABILITY

Electric service under this rate is available to an eligible wholesale purchaser for power delivered to a mutually agreeable location on the Cooperative's primary distribution system within the limitations hereinafter specified, subject to the execution of a written agreement for electric service between the Cooperative and the purchaser. Service under this tariff is available strictly at the discretion of the Cooperative.

APPLICABILITY

This rate is applicable only to an eligible wholesale purchaser, for primary metered service, under such terms and conditions as are acceptable to the Cooperative, including available voltage, available capacity, etc.

TYPES OF SERVICE

Alternating current, sixty hertz, three-phase, at primary voltage, and maximum capacity (contract capacity) as specified in an agreement for electric service between the Cooperative and the purchaser.

RATE (MONTHLY)

Basic Facilities Charge	$125.00

The Demand Charge is per kW and the Energy Charge is per kWh:

All kW	$11.77 per kW of billing demand
Energy Charge	$0.059 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. the basic facilities charge plus the demand charge, or
B. $1.30 per kVA of required transformer capacity, or
C. The charge as specified in a contract for service

BILLING DEMAND:

The demand for billing purposes each month will be the maximum integrated fifteen-minute kW demand during the month for which the bill is rendered.

POWER FACTOR CORRECTION:

When the average monthly power factor of the consumer's power requirements is less than 85 %, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 % and dividing by the average power factor in percent for that month.

Newberry Electric Cooperative, Inc.
Schedule "LP-HLF" Rate Code 07
Large Power Service – High Load Factor

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to commercial, industrial, institutional, and other large power type consumers purchasing all power requirements from the Cooperative and having a connected load of more than 1,500 kW and an average annual load factor of 60% or greater.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire 240,480
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquiring at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators, and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge	$300.00

The Demand Charge is per kW and the Energy Charge is per kWh:

All kW	$13.77 per kW of billing demand
Energy Charge	$0.075 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. the basic facilities charge plus the demand charge, or
B. $1.30 per kVA of required transformer capacity, or
C. The charge as specified in a contract for service

BILLING DEMAND:

The demand for billing purposes each month will be the maximum integrated fifteen-minute kW demand during the month for which the bill is rendered.

POWER FACTOR CORRECTION:

When the average monthly power factor of the consumer's power requirements is less than 85 %, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 % and dividing by the average power factor in percent for that month.

DETERMINATION OF LOAD FACTOR:

Annual average load factor shall be determined by dividing the annual kilowatt-hour energy consumption by the sum of the monthly kilowatt demands for the year and then dividing by 730 hours and multiply by 100 to yield the load factor in percent. Where the consumer's calculated annual load factor is less than 60%, as rounded to the nearest whole number, the consumer will be placed on the appropriate alternate rate schedule until such time as the consumer's load factor equals or exceeds 60%.

Newberry Electric Cooperative, Inc.
Schedule "LP-2" Rate Code 08
Large Power Service

Effective with all bills rendered on or after October 1, 2026

APPLICABILITY

Applicable to commercial, industrial, governmental, institutional, and other large power type consumers purchasing all power requirements from the Cooperative, and whose service requirements necessitate the installation of more than 1000 kVA transformer capacity.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire 240,480
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquiring at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators, and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge	$80.00

The Demand Charge is per kW and the Energy Charge is per kWh:

All kW	$13and .80 per kW of billing demand
Energy Charge	$0.0772 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. The basic facilities charge plus the demand charge, or
B. $1.30 per kVA of required transformer capacity, or
C. The charge as specified in a contract for service

BILLING DEMAND:

The demand for billing purposes each month will be the maximum integrated fifteen-minute kW demand during the month for which the bill is rendered.

POWER FACTOR CORRECTION:

When the average monthly power factor of the consumer's power requirements is less than 85 %, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 % and dividing by the average power factor in percent for that month.

Newberry Electric Cooperative, Inc.
Schedule "OL" Rate Code 09
Outdoor Lighting Service

Effective with all bills rendered on or after April 1, 2025

Applicability
Applicable to residential consumers in residences, mobile homes, or individually metered apartments, subject to the Cooperative's Service Rules and Regulations.

Applicability
Applicable for dusk to dawn outdoor lighting by means of photo-electric controlled, ballast operated mercury, metal halide, sodium, or other vapor type luminaries, and, where applicable, poles conforming to the Cooperative's specifications, subject to local codes and ordinances, where applicable. All Rates and Types are available for commercial and sub-division street lighting, unless noted otherwise.
The Cooperative reserves the right to discontinue installation of certain types of lights in accordance with its inventory practices.

Rate (Monthly)

Description			**Existing Pole**		**New Pole**		**Underground**	
	Lamp Rating	**Type of Luminaire**	**Code**	**Rate**	**Code**	**Rate**	**Code**	**Rate**
	73 W	LED	XX	$11.18	XX	$14.30	XX	$19.50
Standard Lights	100 W	High Pressure Sodium Open	XX	$11.18	XX	$14.30	XX	$19.50
	150 W	Pressurized Metal Halide Open	XX	$11.18	XX	$14.30	XX	$19.50
	175 W	Mercury Vapor Open	XX	$11.18	XX	$14.30	XX	$19.50
	250 W	High Pressure Sodium Flood	XX	$20.02	XX	$23.14	XX	$28.34
	250 W	Pressurized Metal Halide Flood	XX	$20.02	XX	$23.14	XX	$28.34
	400 W	High Pressure Sodium Flood	XX	$25.48	XX	$28.60	XX	$33.38
	400 W	Pressurized Metal Halide Flood	XX	$25.48	XX	$28.60	XX	$33.80
	1000 W	High Pressure Sodium Flood	XX	$43.16	XX	$46.28	XX	$51.48
	1000 W	Metal Halide Flood	XX	$43.16	XX	$46.28	XX	$51.48

Description			Underground	
	Lamp Rating	**Type of Luminaire**	**Code**	**Rate**
Decorative Lights	175 W	Pressurized Metal Halide Shoebox	XX	$36.92
	175 W	Metal Halide Lantern	XX	$26.78
	175 W	Metal Halide Shoebox	XX	$35.88
	250 W	High Pressure Sodium Cobra	XX	$25.22
	250 W	High Pressure Sodium Shoebox	XX	$37.96
	400 W	Pressurized Metal Halide Shoebox	XX	$40.82

Standards and Conditions of Service

1. The above monthly rates will apply only to fixtures and poles designated as standard equipment by the Cooperative. In addition, where custom lighting packages are requested, the Cooperative may, at its option, provide such packages under a special contract under which the monthly rates, installation charges, etc., will be determined and included in such contract.

2. Service for lighting will be made available from existing overhead or underground transformers if deemed possible by the Cooperative. Where the installation of a transformer is required to provide service, a contribution-in-aid of construction will be required. Where underground service is required to provide the service, the Cooperative may perform the necessary trenching/boring; install the conduit, and backfill upon advance payment of the estimated cost of such work. Where paving or other obstructions exist, the member may be required to perform all trenching and/or boring, install conduit (furnished by the Cooperative), backfill, and restore paving to the mutual satisfaction of all parties concerned.

3. Standard Lights will be installed on wooden poles.

4. Decorative Lights will be installed on fiberglass or other specialty poles.

Newberry Electric Cooperative, Inc.
Schedule "LPX" Rate Code 10
Large Power Pass-Through Service

Effective with all bills rendered on or after April 1, 2025

AVAILABILITY

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations, and the execution of a contract for service between the Cooperative and the consumer.

APPLICABILITY

Applicable to any consumer receiving service or prospective consumer qualifying under Section 1, "Availability", of Central Electric Cooperative, Inc.'s P1and/or IL Schedules, and applicable riders and/or alternate rate schedules.

TYPES OF SERVICE

The Cooperative will furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire, 240,480, or 2300 volts
Three-Phase, 2400/4160 Y, 7200/12470 480Y volts
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquire at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

WHOLESALE POWER COST

The demand, energy, fuel adjustments and other charges contained in the Cooperative's wholesale electric supplier's effective wholesale rate applied to the monthly Billing Demand and energy supplied to the consumer by the Cooperative. Such charges shall be modified to correspond to changes made at any time to the Cooperative's wholesale supplier's applicable rate.

THE COOPERATIVE'S SERVICE CHARGE

A service charge consisting of a schedule of percentages or other charges contained in the contract for service applied to the wholesale power cost stated above.

THE COOPERATIVE'S FACILITIES CHARGE

A facilities charge consisting of a monthly carrying cost factor and/or charge contained in the contract for service applied to the dollar investment in facilities provided by the Cooperative and its power supplier, specifically, in order to furnish demand and energy to meet the consumer's requirements.

MINIMUM BILL

The minimum monthly bill will be one of the following at the Cooperative's option:

A. The total charges contained under the Rate section above, or

B. The charge as specified in a contract for service

Newberry Electric Cooperative, Inc.
Schedule "LP-CP" Rate Code 11
Large Power- Coincidental Peak Service

Effective with all bills rendered on or after April 1, 2025

APPLICABILITY

Applicable to large power consumers, only, on a voluntary and limited basis at the Cooperative's option, for all electric service of one standard secondary voltage required on consumer's premises, delivered at one point and metered at or compensated to that voltage. This rate is applicable to consumers requiring over 100 kVA transformer capacity, but not more than 5,000 kilowatts demand. This is an experimental rate and may be changed or discontinued at any time, solely at the discretion of the Cooperative.

TYPES OF SERVICE

The Cooperative with furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire, 240,480
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquire at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge $100.00

The Demand Charge is per Peak kW, and is per Coincidental kW, and the Energy Charge is per kWh:

Peak Demand Charge	$3.64 per NCP kW
Coincidental Demand Charge	$19.34 per CP kW
Energy Charge	$0.068 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. The basic facilities charge plus the demand charge, or

B. $1.30 per kVA of required transformer capacity, or

C. The charge as specified in a contract for service

PEAK BILLING DEMAND

The Peak Demand for billing purposes each month will be the maximum integrated non-coincidental peak ("NCP") one-hour kW demand during the month for which the bill is rendered.

COINCIDENT PEAK BILLING DEMAND

The Coincident Peak Demand for billing purposes each month will be the current month one-hour kilowatt demand, established by the consumer, measured coincident with the Authority-Central System Monthly Territorial Peak Demand (MTPD), as defined in the wholesale rate billed to the Cooperative by Central Electric Power Cooperative, Inc.

The Cooperative shall attempt to notify the consumer of periods when the Authority-Central System Monthly Territorial Peak Demand (MTPD) is likely to occur. However, the Cooperative does not guarantee such notice preceding each MTPD, and failure of the consumer to receive such notice does not preclude the consumer's obligation to pay the Coincident Peak Billing Demand charges contained herein.

POWER FACTOR CORRECTION

When the average monthly power factor of the consumer's power requirements is less than 85 %, the Cooperative may correct the NCP integrated demand in kilowatts for the month by multiplying by 85 % and dividing by the average power factor in percent for that month.

Newberry Electric Cooperative, Inc.
Schedule "I" Rate Code 12
Agricultural Irrigation Service

Effective with all bills rendered on or after March 1, 2026

APPLICABILITY

Applicable to agricultural irrigation service for controlled irrigation service of more than 20 horsepower pumping load, and where application for service is made after October 1, 2012.

TYPES OF SERVICE

The Cooperative with furnish 60-cycle service through one meter, at one delivery point, at one of the approximate voltages where available:

Single-phase, 120/240 volts
Three-Phase, 120/208 Y volts
Three-Phase, 3 wire, 240,480
Three-Phase voltages other than the foregoing, but only at the Cooperative's option

The type of service supplied will depend upon the voltage available. Applicants for service should ascertain the available voltage by inquire at the Cooperative office before purchasing equipment.

Motors of 10 H.P. or less may be single phase. All motors of more than 10 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be of the slip ring type, except that the Cooperative reserves the right, when in its opinion, the installation would not be detrimental to the service of the Cooperative, to permit other types of motors.

RATE (MONTHLY)

Basic Facilities Charge	$35.00
Horsepower Charge	$1.56 per HP per month
Energy Charge	$0.068 per kWh

MINIMUM MONTHLY BILL

The minimum bill per month shall be the greater of

A. The basic facilities charge plus the Horse Power Charge, or

B. The charge as specified in a contract for service

DETERMINATION OF HORSE POWER

The horsepower, for billing purposes, shall be the motor manufacturer's nameplate rating of horsepower output, except that if the Cooperative so elects, it shall be determined by actual measurement of power input during a period of maximum normal use. Fractional horsepower auxiliary motors used to propel circular or other type irrigation systems will not be included in the billing horsepower amount.

LINE EXTENSION COST

Electric service facilities will be extended to irrigation loads served hereunder in accordance with the provisions of the Cooperative's Line Extension Policy. Generally, service to irrigation loads will be provided only upon payment in advance of construction of a Contribution-in-aid of Construction for the entire cost of the primary extension required to provide service, plus the cost of any distribution feeder or substations upgrades as may be necessary to provide the requested service. To the extent practicable, the Cooperative will endeavor to provide for sharing of any extension, feeder upgrade, or substation upgrade, costs when two or more irrigation service applicants or members would benefit from such extension or upgrades, providing that such sharing by two (2) or more customers shall occur within five (5) years of service being provided to the first respective consumer.

CONDITIONS OF SERVICE

Service will be rendered only under the following conditions:

A. The Cooperative may interrupt service to the consumer's entire load at any time for periods up to eight consecutive hours.

B. The Cooperative will install control devices and other equipment capable of providing the interruption of the consumer's load. This installation will be made at no additional cost to the consumer and all such equipment shall remain the property of the Cooperative.

C. Although the Cooperative will own, operate, and maintain the equipment described in Section (2) above, the consumer shall make diligent effort to protect such equipment from acts of vandalism or abuse which might impair its proper working condition.

D. Should the consumer's load served hereunder fail to be interrupted due to overriding actions taken by the consumer, or due to circumstances which were beyond the Cooperative's control, the consumer will be charged a penalty for such failure to interrupt equal to $25 per month per horsepower applied to the non-interrupted load served.

E. Applicants must apply for service no later than April 30 of the current calendar year.

Newberry Electric Cooperative, Inc.
Rate Schedule RGS-R
Renewable Generation Seasonal Rider

Effective with all bills rendered on or after April 1, 2025

AVAILABILITY

Available in all territories served by the Cooperative, in conjunction with the Cooperative's [Residential Rates 1 and Non-Residential Rates 2, 3, 4, 5, 7, and 8], subject to the Cooperative's Service Rules and Regulations. Furthermore, this Rider is available on a first come, first serve basis, except that the total capacity of all consumer-owned generating systems, served under this Rider, shall not exceed 2% of the Cooperative's maximum hourly noncoincidental aggregate peak load, as measured at its distribution substations, for the prior calendar year.

APPLICABILITY

A. System Type

This rider is applicable to Consumers where solar photovoltaic, wind-powered, biomass-fueled, or microhydro, or other Cooperative-approved renewable generation sources of electric energy ("Eligible Generation Source") are installed on the Consumer's side of the delivery point, for the Consumer's own use, but interconnected with and operated in parallel with the Cooperative's distribution system. This rider is NOT available to TIME of Day based rates.

The rider is applicable only for installed single-phase and multi-phase generation systems where the rated capacity of the consumer of the Consumer's generating system shall not exceed lesser of (a) the Consumer's estimated average (12) month non-coincidental peak kilowatt demand or (b) 20 kilowatts for a residential system or 100 kilowatts for a nonresidential system, and where such system fully complies with the Cooperative's then current "Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems" ("Interconnection Standard"). In addition, the Consumer's generating system must be manufactured, installed, and operated in accordance with applicable Government and Industry Standards.

B. Nameplate Rating

To qualify for service under this Rider, the Nameplate Rating of the Consumer's installed generation system and equipment must not exceed the Consumer's actual or estimated average annual non-coincidental peak demand (kW) for the last (12) months or 20 (kW) for a residential consumer or 100 (kW) for a non-residential consumer, whichever is less.

CHARGES

Rate

The applicable rate per month shall be determined from the appropriate rate schedule referenced in the AVAILABILITY section above. The monthly bill shall be determined as follows:

1. The basis for Consumer's monthly energy charges, basic facilities charges and, if any, demand charges, shall be the rates in the applicable rate schedule as referenced in the AVAILABILITY section above.
2. For each billing period, the Consumer's monthly energy generated by the Consumer's Eligible Generation Source for that billing period will be credited by an amount per kilowatt-hour at the Cooperative's stated rate as outlined in section A.3 below. Cooperative shall review the cost of service-based rate at least annually to ensure rate reflects the appropriate cost.
3. As of the Effective Date of this Rider, monthly generated energy shall be credited at the Central annual calculated rate of the value of solar.
4. If the solar credit amount is larger than the energy bill, the remaining credit amount rolls over to the next month as long as the account remains active.

GENERAL CONDITIONS

A. Limitations on Net Metering Load

If the Consumer's proposed installation results in the total net metering generation exceeding the limitation provided under "AVAILABILITY", above, the Consumer will be notified that service under this Rider is not allowed.

B. Execution of Interconnection Agreement

The Consumer must execute an Interconnection Agreement prior to receiving service under this Rider. The agreement shall include a description of the conditions related to the interconnection of the Consumer generating system with the Cooperative's electrical power system ("EPS").

C. Applicable Rate Schedule

All provisions of the applicable rate schedule including, but not limited to, Facilities Charge, Determination of Billing Demand, Determination of On-Peak and Off-Peak Hours, Definition of Month, Contract Demand, Wholesale Power Cost Adjustment, etc., will apply to service supplied under this Rider.

D. Ownership of Premises

If the Consumer is not the owner of the premises receiving electric service from the Cooperative, the Cooperative shall have the right to require that the owner of the premises give satisfactory written approval of the Consumer's request for service under this Rider.

E. Interconnection

1. COMPLIANCE – When interconnecting Small Generation, the Consumer shall comply with the requirements of the Cooperative's Interconnection Standard.

2. APPLICATION – The Consumer shall submit an Application to Interconnect Small Generation, which must be accepted by the Cooperative, and pay an application fee in accordance with the Interconnection Standard.

3. INSURANCE – The Consumer shall comply with the liability insurance requirements of the Cooperative's Interconnection Standard.

F. System Upgrades

The Cooperative will furnish, install, own and maintain metering to measure the kilowatt demand and kilowatt-hours delivered by the Cooperative to the Consumer. The Cooperative shall have the right to install special metering and load research devices on the Consumer's equipment and the right to use the Consumer's telephone line for communication with the Cooperative's and the Consumer's equipment.

The Consumer shall pay for any costs associated with upgrades to the Cooperative's distribution system required for the Cooperative to maintain a safe and reliable distribution system, necessitated by providing service to Consumer, hereunder.

Cooperative will charge $100.00 fee for changing/reprogramming its electric meter along with inspection of the generation source.

G. Renewable Energy Credits

Renewable energy generators will retain ownership of Renewable Energy Credits (RECs) until a market for RECs is fully developed, as reasonably determined by the Cooperative. After a market for RECs is fully developed, any RECs or other environmental attributes associated with net excess generation shall be granted to the Cooperative. Further, by accepting service under this Rider, the Consumer shall, at the Cooperative's request, execute such additional instruments or assurances as may be necessary to evidence or confirm the ownership of any such Renewable Energy Credits or other environmental attributes while interconnected with the Cooperative's system.

CONTRACT PERIOD

Acceptance of service under this Rider binds the Consumer to all terms and conditions of this Rider. Such obligations shall begin on the date of such acceptance of service and shall continue for an initial term of one (1) year and thereafter for additional terms of one (1) year each, unless and until terminated at the end of such initial term or any additional term by not less than sixty (60) day's advance written notice of termination from the Consumer to the Cooperative. A separate contract shall be executed for each of Consumer's meters/service locations where service will be taken hereunder.

The Cooperative reserves the sole right to terminate service under this Rider at any time upon written notice to the Consumer in the event that the Consumer violates any of the terms or conditions of the Rider, or if the Consumer operates the generation system and equipment in a manner which is detrimental to the Cooperative or any of Cooperative's other consumers.

Newberry Electric Cooperative, Inc.
Schedule "PCA"
Power Cost Adjustment

Effective with all bills rendered on or after April 1, 2025

The price of each kilowatt-hour of energy sold by the Cooperative, subject to adjustment in accordance with this Schedule, will be increased or decreased by the amount computed as follows:

$$PCA = \left[\frac{P}{kWh_p} - .074 \right] \div 1 - L$$

Where:

PCA = Power Cost Adjustment Factor per kWh sold

P = The sum of wholesale power cost purchased from Central Electric Power Cooperative (Central) under rate P1 and SEPA power wheeled through Central, for the most recent three (3) months, but excluding the cost of power purchased under any wholesale rate for resale under Rate Schedule LPX (Rate Code 10).

kWh_p = The total kilowatt-hours purchased from Central under Rate P1 plus the energy allocation from SEPA accompanying the cost included in factor "P", for the most recent three (3) months, excluding energy purchased from any supplier under any wholesale rate for resale under Rate Schedule LPX (Rate Code 10).

L = Line loss expressed as a decimal, computed by dividing kWh sales under all rates subject to this Schedule (including kWh sold under Schedule "OL") by total kWh purchased, excluding kWh purchased from any supplier under any wholesale rate for resale under Rate Schedule LPX (Rate Code 10), for the most recent three (3) months.

In the event of a change in the wholesale rate of any supplier, the above factors may be adjusted to reflect any wholesale rate change such that the adjustment factor applied to retail bills will coincide with the month in which the change in such wholesale rate becomes effective. Furthermore, in the event of any temporary wholesale power cost surcharges or credits, or in the event of any charges or credits to purchased power cost (Account 555) associated with any deferred margin plan, the Cooperative may, depending on its financial condition, make an adjustment to the charges used in the determination of the PCA factor to reflect such charges or credits.

APPENDIX B: LINE EXTENSION POLICY

THE COOPERATIVE HAS ESTABLISHED THIS LINE EXTENSION POLICY TO COVER ALL CLASSES OF ELECTRICAL SERVICE IN A WAY THAT PRESERVES THE COOPERATIVE'S ASSETS AND HAS AN EQUITABLE EFFECT UPON EXISTING COOPERATIVE MEMBERS WITHIN EACH RATE CLASS.

LINE EXTENSION POLICIES

This Line Extension Policy supersedes any rules or policies previously adopted by the Board of Trustees of Newberry Electric Cooperative, Inc. (the Cooperative), either written or implied, pertaining to extension of electric distribution lines. The Board of Trustees of the Cooperative reserves the right to amend all or part of this policy at any time as it sees fit, in its absolute discretion.

OBJECTIVE

The Cooperative has established this Line Extension Policy to cover all classes of electrical service in a way that preserves the Cooperative's assets and has an equitable effect upon existing Cooperative members within each rate class. This Policy also strives:

A. To provide a fair and consistent method of extending lines and other Cooperative facilities within the service area.

B. To encourage the rural development of the area served by the Cooperative by providing electric service to residents within the area as economically as feasible.

C. To make electric service available in the service area to all those who desire it for permanent improvements at a reasonable rate consistent with sound business practices.

AVAILABILITY

This Cooperative accepts the principle of complete area coverage in making electric service available to anyone within its assigned area. The restrictions are the limitations of feasibility established by policies and procedures of the Cooperative and Rural Utilities Service ("RUS") standards. The Cooperative will construct, own and maintain all facilities up to the point of delivery. Subject to payment of charges as set forth herein, the Cooperative will provide electric service to Applicants on an area coverage basis, without regard to race, color, religion, sex, age, national origin or disability. The Cooperative will determine the price classification for each service.

This policy sets forth the terms and conditions under which electric service will be provided by the Cooperative. It shall apply to all classes of service and shall govern the terms of all agreements for such service, except that the Cooperative reserves the right to enter into special contracts. Failure of the Cooperative to enforce any of the terms of this Policy shall not be deemed as a waiver of the right to do so.

Any oral promise or agreement made by agents or employees of the Cooperative which do conform with this Policy or to the terms of special contracts executed by authorized representatives of the Cooperative are not binding on the Cooperative, unless memorialized by writing and signed by the President and CEO of the Cooperative.

No ownership rights in any facilities provided by the Cooperative shall pass to any person as a result of any contribution or deposit made under these rules. No contributions made by Applicants shall be refundable unless expressly provided in this Policy. The Applicant agrees, when accepting service, that no one except authorized Cooperative representatives shall be allowed to remove or replace any Cooperative equipment installed on the Applicant's property. The Applicant will be held responsible for any broken seals, tampering, or interfering with the Cooperative's meter(s), equipment, or property installed on the Applicant's premises. The Applicant will be held liable for any loss or damage caused by the Applicant's negligence, want of proper care or the Applicant's wrongful act or omission on the part of any of the Applicant's agents, employees, licensees, or contractors. The Applicant should be aware that under South Carolina Code of Laws Title 16 - Crimes and Offenses Chapter 13 - Forgery, Larceny, Embezzlement, False Pretenses and Cheats Article 1- Miscellaneous Offenses, it is a crime to tamper with the property of a utility.

GENERAL PROVISIONS

The Cooperative reserves the right to refuse service to any load or location if the Cooperative determines that the load or location will be detrimental to the Cooperative's distribution system.

If line extensions are to be (or were) constructed in difficult or unforeseen conditions (rock, frost, etc.), the Cooperative may require the Applicant to bear additional costs, before or after construction begins. The Cooperative bears the sole discretion to determine what will be required of the Applicant.

If the Applicant initially declares the project a Permanent Residence, and after one year, the Cooperative, determines that the residence is not a Permanent Residence, the Applicant must pay the additional CIAC required by this Policy for a Non-Permanent Residence.

If a service is disconnected, and remains disconnected for a period of one year, the Cooperative may retire (remove) the service and equipment. If an Applicant requests service or line extension in this location after removal, all provisions of this Line Extension Policy shall apply and a CIAC may be required.

The legal property owner or the lessee of State, Federal or Municipal property must sign the Project Application form. Lessee/Renters on private property may sign only with the consent of the owner in writing. The Cooperative may require sufficient proof of ownership before it will accept an easement for construction, such as a Title Report or Warranty Deed.

If more than one applicant (group) requests service on the same line extension, a cost quote will be provided to the group showing the amount of CIAC that is to be shared by that group. It is the responsibility of the group to determine each participant's share of the CIAC.

The Cooperative will provide a permanent resident the Distribution Transformer at no cost to the Applicant. Where it would require the Cooperative to install a larger distribution transformer than the standard 200-amp capacity, a projected load analysis may be required by the Cooperative from the Applicant or by a qualified licensed electrician.

PERMITS AND EXTERNAL FEES

The Applicant may be responsible for any miscellaneous permits required by an outside agency (US Forest Service, U.S. Corps of Engineers, railroad, etc.). The Cooperative may require the Applicant to pay those fees at the time of application, at any time during the design process, or at any time thereafter. The Cooperative will adhere to all rules and regulations in connection with such permits and should any engineering costs be associated with any permits, the Applicant will be responsible for those engineering costs, as well.

RIGHT-OF-WAY

Line extension projects that require clearing of right-of-way (ROW) may be cleared by the landowner or the Cooperative, if requested by the Applicant. The costs associated with clearing the ROW by the Cooperative will be included in the CIAC. All ROW will be cleared to meet Rural Utility Services (RUS) specifications. The Cooperative does not pay for ROW, with the exception of special processing fees. The Cooperative may contribute all or a portion of the ROW clearing labor and or costs if the line extension can be deemed a Backbone Distribution line as defined in this Policy.

The Cooperative will develop a cost estimate for the project based upon the current year of construction prices, less any credits. The net cost estimate will be a CIAC by the Applicant and is required as payment.

FIBER OPTIC LINE INSTALLATION

In areas where fiber is available, the Cooperative will extend fiber optic service alongside electric line extensions when feasible. Standard fiber installation will be provided at no additional cost within a defined distance from the Cooperative's active fiber network. Extensions beyond this distance, or in areas without existing fiber infrastructure, may require a Contribution-in-Aid of Construction (CIAC). In subdivisions, fiber may be installed at the time of electric construction if requested by the developer. For non-members, fiber extensions will be governed by Newberry Electric Fiber (NEF) and subject to its separate policies.

SERVICE SIZING, VOLTAGE, AND PHASING

The Cooperative shall select the most economical class of service available to an Applicant based on the end use and nature of that service. The Cooperative shall inform the Applicant when there are alternative classes of service. Each Applicant is responsible for selection of service voltage, capacity, number of phases, and other characteristics that best suit the requirements for the end use intended.

The following rules and regulations shall apply to requests for line extensions, facility relocations, and overhead to underground conversions under typical construction conditions. Every effort has been made to cover most requests that may be received by the Cooperative relating to these issues.

However, on occasion, situations may arise that are outside the realm of these policies, such as where in the sole opinion of the Cooperative, construction design and installation of facilities may be considered non-typical or where a reasonable return on investment is not anticipated. The Cooperative will consider such requests, and, if in the opinion of the Cooperative the request will

not cause the Cooperative future problems, the request shall be granted after satisfactory arrangements have been made for payment of a CIAC.

Line extension cost estimates shall not be valid for longer than thirty (30) days from the date of the cost estimate. CIAC charges will be calculated to the highest possible degree of accuracy using all known facts to compute the estimate. The Cooperative will maintain all distribution lines covered by a CIAC and will maintain ownership of all equipment and material. The Cooperative will review the rules and regulations as needed to keep abreast of current economic and market conditions. The policies, practices, and Schedule of Charges contained herein are subject to change without notice.

EXTENSION AND SERVICE INSTALLATION PROVISIONS

A. OVERHEAD EXTENSION POLICY

Upon application for electric service, the Cooperative will furnish and install overhead primary and secondary service within its service area, or where allowed by law, to new developments, to permanent residential services, non-residential services and to commercial, industrial, or public buildings.

Prior to the installation of the Cooperative's electric facilities, the Applicant, will furnish, without cost to the Cooperative, all necessary easements and rights-of-way and may if so desired (on their property) initially cut and clear the same as specified by the Cooperative. The Applicant shall have lot lines established and staked, the right of way clear of obstructions, and the project prepared to final grade before construction of the permanent electrical system begins.

The type of construction and location of said facilities will be at the option of the Cooperative. Should the Applicant, desire changes in either location or type of construction, and if the Cooperative agrees to the requested changes, such installations will be made only upon the Applicant's consenting to pay the Cooperative any estimated additional costs incurred in advance.

The Cooperative will construct its facilities to meet or exceed existing minimum standards of the latest edition of the National Electrical Safety Code, the Rural Utility Service's Construction Specification Manuals, and any other applicable codes or standards that exist at time of construction. The facilities will be designed using sound engineering principles and practices. Facilities will also be operated in accordance with sound engineering principles and practices. All agreements for these services shall be reduced to writing and will be provided under the terms and conditions set forth herein.

B. NEW OVERHEAD SUBDIVISION

1. **Backbone System:** Where single phase or multiphase overhead backbone distribution primary and secondary extensions are requested through planned subdivisions, the Applicant may be requested to pay a portion of CIAC of the total estimated cost if extenuating circumstances exist.

   Satisfactory arrangements must be made for the payment of these charges before construction begins. The Applicant shall provide a plat with easements. The Applicant also will provide necessary proof of filings and permits for approved water and sewer service. If the Cooperative determines that the economical return on investment is such

that the Cooperative will consider investing in part of the construction cost on a subdivision of twenty (20) lots or greater. The Applicant may wish the subdivision be installed in phases; however, the Cooperative shall not begin construction until a written agreement has been signed by both parties addressing the scope of work and an estimated CIAC. Any agreements between the Cooperative and the Applicant will be reduced to writing before construction begins.

2. **Undeveloped Areas:** When an Applicant requests overhead primary distribution systems that necessitate the installation of underground cables through, by, or across areas that have not been subdivided into lots and offered for sale, the Cooperative may charge, in advance, an estimated charge for the distance required.

3. **Conduit Installation:** When an application involves a subdivision with overhead primary facilities and the Applicant elects to have underground services under a road and the underground line extensions will be installed subsequent to paving. The Applicant, at the Applicant's expense, shall install the conduit to meet the specifications provided by the Cooperative. The Cooperative will provide the conduit and a layout showing where the conduit must be installed. In the event the Applicant requests the Cooperative to install the conduit prior to the installation of the underground service, the Applicant may be requested to pay CIAC equal to the total estimated cost of the installation less the conduit cost. In all cases, the Applicant will be responsible for tamping the trench to adequate compaction prior to paving. In the event that conduit is not installed prior to paving, the Applicant will be required to pay all costs incurred in boring under or cutting through and replacing pavement within the development or project. The costs for the boring will be billed at actual cost.

C. Overhead Permanent Residential Service

When necessary, the Cooperative will furnish and install single phase or multiphase overhead primary distribution facilities to provide service where the distance is too great for secondary service. When the estimated cost exceeds **$5,000.00** the applicant shall pay a CIAC for the remainder required for adequate service. Upon the discretion of the Cooperative, the Cooperative may provide **80%** of the cost of a **Backbone Distribution Line** meeting the requirements of:

- Primary distribution line or lines which provide a main feeder where other distribution taps and or services may be provided.
- Backbone facilities shall follow a road maintained by the respective county that will be of sufficient width to allow two-way traffic.
- Power distribution facilities must provide immediate service to a permanent residential service.
- The Cooperative will provide the Distribution Transformer at no cost to Applicant.

Secondary Extensions: The Cooperative will furnish and install a single phase or multiphase overhead secondary service to the normal point of delivery after satisfactory arrangements have been made. The normal point of delivery for overhead service will be located on the load side of the meter or at a location designated by the Cooperative. The applicant shall pay a CIAC when the estimated cost exceeds **$5,000.00** for the remainder of secondary extensions required for adequate service. Secondary extensions shall not exceed 350-feet in length.

D. OVERHEAD NONRESIDENTIAL SERVICE

In the event the Applicant requests an overhead non-residential service extension, the applicant shall pay a CIAC when the estimated cost exceeds **$3,000.00**. The Applicant making the request for underground installation will be responsible for all costs incurred and subject to the CIAC.

E. OVERHEAD COMMERCIAL AND INDUSTRIAL SERVICE

Overhead Primary Service: Three phase service will be provided upon agreement between the applicant and the Cooperative. The potential revenue will be weighed against the cost of construction to determine whether the Cooperative has a reasonable chance of regaining its investment. To the extent that the new construction is economical on a long-term basis, the applicant shall contribute aid-to-construction to cover the cost of construction. Special contracts, letters of credit or performance bonds may be considered in determining extension costs.

Overhead Secondary Service: Three phase service will be provided upon agreement between the applicant and the Cooperative. The potential revenue will be weighed against the cost of construction to determine whether the Cooperative has a reasonable chance of regaining its investment. To the extent that the new construction is not economical on a long-term basis, the applicant shall contribute aid-to-construction to cover the cost of construction.

F. OVERHEAD TEMPORARY SERVICE

Upon application for electric service, the Cooperative will extend temporary overhead distribution facilities. A temporary service supplies electricity for less than a month continuous period, where the facilities installed for this service will not be needed to serve other accounts in the near future. A CIAC may be charged that will include cost of material and any retirement charges. Temporary services will be installed under the following terms and conditions:

Temporary Secondary Service Extensions: The temporary service will be provided under standard applicable rates and service-connect fees. The Applicant is responsible for ensuring that their temporary service pole is sufficiently braced and of sufficient height to meet the clearance requirements of the National Electric Safety Code, and other applicable state and local codes. The Applicant requesting temporary service is responsible for clearing the rights-of-way of vegetation and other obstacles.

G. OVERHEAD FACILITY RELOCATION

Upon application, the Cooperative will consider relocating existing overhead facilities. Any relocation of facilities will be analyzed with a view to better the Cooperative's system and to not cause the Cooperative future problems. Betterment of the electric system occurs when, in the sole judgment of the Cooperative, the proposed change results in needed repair or improvement that provides easier maintenance, repairs, replacement, or reconstruction of the facility, and in the sole judgment of the Cooperative, the economic return of the project justifies the investment in the facility relocation. The Applicant making the request for relocation will be responsible for all costs incurred that do not result in betterment of the electric system, for obtaining all necessary rights-of-way, and for all costs associated with cutting and clearing the rights-of-way of vegetation or other obstructions. If the Cooperative agrees to the relocation as requested, the party requesting the

relocation will make arrangements for payment of the total estimated non-betterment costs before the relocation begins.

H. UNDERGROUND EXTENSION POLICY

All rules and provisions for Overhead Installation as defined above shall apply to Underground Extension in addition to the following terms.

Upon application for electric service, the Cooperative will furnish and install underground primary and secondary service within its service area, or where allowed by law, to new developments, permanent residential dwellings, non-residential dwellings, and to commercial, industrial, or public buildings.

The Applicant is responsible for identifying, locating, and exposing all privately owned below ground facilities and obstructions prior to the installation of the underground electric facilities. The Cooperative shall not be responsible for damage to any privately owned underground facilities that are not identified, located, and exposed prior to the installation of the underground electric lines.

Where, due to conditions in the soil, as much as five percent of the trenching work cannot be accomplished by the use of standard trenching machines and techniques, excess costs incurred by such conditions may be charged to the Applicant by the Cooperative. Where there are other unusual conditions, such as high water or unusual local wiring or electrical code requirements, which require installation procedures and materials not normally used, the excess cost of such procedure shall be charged to the Applicant.

Additional charges may be made by the Cooperative to defray the expense of constructing temporary overhead facilities installed at the request of and to accommodate the Applicant through, by, or into areas that will ultimately be served by underground facilities. The CIAC will be based on the total estimated line extension cost, plus the estimated cost of retiring the facilities, less any salvageable materials.

The type of construction and location of facilities will be at the option of the Cooperative. Should the Applicant desire changes in either location or type of construction, and provided that the Cooperative agrees that the requested changes will not present future problems, such installations will be made only upon the Applicant agreeing to pay to the Cooperative the estimated additional cost incurred.

The Cooperative will construct its facilities to meet or exceed the then existing minimum standards of the latest edition of the National Electrical Safety Code, the Rural Utility Service's Construction Specification Manuals, and any other then existing applicable codes or standards that exist at the time of construction. The facilities will be designed and operated using sound engineering principles and practices.

Where the Applicant wishes to pave roads, driveways, or other areas prior to the installation of the underground distribution facilities, the Cooperative will provide a layout showing where the conduit must be installed. The Applicant at his or her own expense will be required to install the conduit under roads or other paved areas to meet the specifications provided by the Cooperative. In the event that the Applicant requests the Cooperative to install the conduit prior to the installation of the underground service, the requesting party shall pay a CIAC equal to the total estimated cost of the conduit installation. In all cases, the Applicant shall be responsible for tamping the trench to adequate compaction prior to paving. In the event that conduit is not installed prior to paving, the

Applicant shall be required to pay all costs incurred in boring under or cutting through and replacing pavement within the development or project. The costs for boring will be billed at actual cost.

Protection of shrubs, trees, and grass sod during the installation of the underground facilities will be the responsibility of the Applicant.

The Applicant will hold the Cooperative and or its subcontractors harmless from all costs and claims for damages or injury including death including reasonable attorney's fees. It will be the responsibility of the Applicant to re-seed and or maintain the trench cover.

The Applicant shall be required to pay all required deposits and costs incurred in boring under or cutting through and replacing pavement within the development. The costs for boring will be billed at actual cost.

I. UNDERGROUND TEMPORARY SECONDARY SERVICE

Temporary underground service will be provided only when the source of power for the temporary service originates from previously installed underground electric distribution facilities. A temporary service provides electric service for less than a 24-month continuous period where the facilities installed for this service will not be needed to serve other permanent accounts in the near future. The Applicant is responsible for ensuring that a temporary service pole is within five feet of an existing pad-mounted transformer or secondary pedestal suitable for providing such service. The temporary service will be provided at standard applicable rates and connect fees.

In the event the Applicant requests an underground temporary service extension greater than five feet in length, the requesting party shall pay a CIAC equal to the total estimated cost, including labor and material, of the underground extension.

J. OVERHEAD TO UNDERGROUND CONVERSION OR RELOCATION

When the Applicant requests that an overhead or underground primary or secondary service previously installed for a permanent residence be removed, relocated or converted from overhead to underground, the Applicant will pay the CIAC for the total cost of the conversion. When it becomes necessary for the Cooperative to upgrade facilities because of a verified **increase** in the member's service requirements, the charge to remove the existing overhead service may be waived, and upon the request of the member the new service may be installed underground. The service will be installed in accordance with the applicable sections of the Underground Extension Policy.

K. NEW UNDERGROUND SUBDIVISIONS

1. Electrical distribution in new subdivisions may be installed underground where the property owner has submitted a plat showing six or more lots in an arrangement satisfactory to Newberry Electric Cooperative, Inc. and where the developer agrees to develop the property in an orderly manner in accordance with the approved plat. The Developer also must agree to require service only in those areas where development is eminent. Provided, further, that the developer shall provide the Cooperative with a 15-foot cleared easement and furnish signed copies of the underground release at no cost to the Cooperative. These easements and releases will apply to future maintenance as well as to initial installation. The following conditions will apply: i) Any excavating encountering unusual underground conditions (such as rock, wetlands, running sand or other things that precludes the ordinary

trenching by the Cooperative or any condition that requires unusual or extensive hand work) will be done by the consumer at no cost to the Cooperative.

2. In sub-divisions with lots averaging an acre or less in size, there will be no charge for installing facilities where the estimated cost is equal to or less than **$2,000.00** per lot.
3. In such sub-divisions with lots larger than one acre, an allowance will be made to the developer for **$2,000.00**. For any amount greater than **$2,000.00**, CIAC will be paid to the Cooperative.
4. There will be no charge for installation of secondary in such sub-divisions and, provided the request is made prior to the beginning of underground installation, no charge for underground secondary to security lights.
5. There will be no charge for underground installation to serve street lighting as requested by the developer prior to the beginning of underground installation. The monthly cost of such lighting at the then current rate established by the Cooperative will be the responsibility of the developer until assumed by homeowners, a homeowners' association, or other responsible group or individual acceptable to the Cooperative.
6. Any requested underground services in a sub-division after initial installation may require CIAC.

L. Underground for Commercial or Industrial Applications

All underground requests for commercial or industrial usage will be considered by the Cooperative after evaluation of requirements, cost, size of load, load factor and other pertinent facts, on an individual basis.

The design of underground applications for all the above will be decided by the Cooperative. The cost of any requested deviations that increase costs to the Cooperative will be paid by those requesting such changes.

All payments for a CIAC will be made to the Cooperative prior to the start of installation unless prior arrangements are made.

M. Underground Permanent Residential Services

Where requested by the consumer prior to the connection of electrical service to the premises which are considered permanent (mobile homes which are not on foundations and underpinned or which still have wheels attached shall not be considered permanent), the Cooperative may install secondary conductors at or less than an estimated **$5,000.00**, subject to the consumer signing a release granting the Cooperative a cleared, 15-foot right-of-way easement and releasing the Cooperative from all liability in constructing and maintaining the electric service.

N. Outdoor Lighting

The Cooperative will provide all-night outdoor lighting service as described in the applicable rate, upon receipt of an executed Light Lease Agreement from the member. A sample of this contract can be found on the Cooperative's website. The term of this contract is two (2) years and requires the member to pay for the outdoor lighting for a minimum of 2 years.

Lights will burn approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise. The Cooperative will replace burned-out lights and otherwise maintain the luminaries during regular daytime working hours as soon as practical following notification from the member.

All facilities necessary including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances will be owned and maintained by the Cooperative. Equipment other than that supplied by the Cooperative as standard is not available.

The standard outdoor lighting service to a consumer includes a bracket-mounted luminaire on a 30-foot wooden pole served via an overhead conductor. The location of the luminaire or luminaries will be designated by the member, but the location must be within the distance which can be reached by a secondary overhead extension from the Cooperative's nearest distribution facilities. If the number of poles required to service the luminaires exceeds the number of luminaries installed, a monthly charge of $4.00 per pole will be made for each pole in excess of that number. Alternately, the member can elect to pay a one-time fee of $535.00 for each pole in excess of that number in lieu of the monthly charge of $4.00.

Underground secondary to outdoor lighting can be installed upon payment of CIAC of $35.00 per foot for all trench footage over 50 feet associated with the outdoor lighting installation. If the outdoor lights are located in a subdivision with primary underground service, underground construction to the outdoor light will be provided at no extra charge.

If requested by the member, the Cooperative will remove the outdoor lighting facilities at no cost to the member provided that the outdoor lighting has been in service for two years from the date of the Light Lease Agreement. If, for any reason, the outdoor lighting service is canceled, terminated, or disconnected before the end of two years, then the member shall be responsible for paying the remaining monthly charges for the outdoor service until the two-year term of the Light Lease Agreement expires.

DEFINITIONS OF TERMS

Alternate Energy Source: Energy source that is or would be installed to provide energy to operate a service site in lieu of a Southeastern Electric Cooperatives power line or back up service. Examples of these would include, but not be limited to, Photo Voltaic, Internal Combustion Generator or Wind.

Active Service: A service (either permanent or temporary) to which the Cooperative is currently capable of delivering electric energy to a Member.

Applicant: A person who requests electric service or the extension of electric utility facilities.

Backbone Primary Distribution Line: Primary distribution line or lines, which provide a main feeder where other distribution taps and/or services, can be provided.

Commercial Service: Electric service other than residential, or irrigation, where the primary end use is for commerce, or for service to any structure containing multiple dwelling units when supplied through one meter.

Construction Cost: The cost of constructing a line. (Note: Use these costs as a guide for line extension and service agreement, actual cost may vary.) Construction costs consist of material, labor and overhead.

Construction Year: January 1st to December 31st of the current year.

Contribution-in-Aid of Construction (CIAC): The Applicant's share of the cost of making additions or modifications to electric distribution facilities. CIAC is payable as a condition prior to installing facilities, which remain the property of the Cooperative.

CT Metering or CT Service: Utility metering that measures and monitors the levels of electrical usage proportionally by using current transformers (CT's) typically used for services in excess of 400 amperes.

Electric Service: The availability of electric energy at the point of delivery for use by a Member, irrespective of whether electric energy is actually used.

End Use: The Member's ultimate use of electricity.

Engineering: Engineering includes the preparation of electric layouts, designs, specifications, and other drawings and lists associated with electric construction. It also includes, but is not limited to making construction quotes, inspecting construction for conformance with design criteria and specifications, staking, right-of- way acquisition, and similar and related activities necessary to the technical planning and installation of electric distribution facilities.

Line Extension: Installation of electric distribution facilities of the Cooperative which has been constructed by or on behalf of the Cooperative for the purpose of providing electric service to a location at which such service was not available prior to the completion of such construction.

Meter Base: Facilities located on the secondary side of a transformer with provisions for a utility meter to monitor and record the electrical usage of a location. Meter bases can be located on poles, pedestals or structures.

Meter Loop: Facilities located on a pole on the secondary side of a transformer with provisions to connect a meter base for a utility meter to monitor and record the electrical usage of a location.

Mobile Home: A detached single-family dwelling designed for long-term human habitation, having complete living facilities, constructed and fabricated into a complete unit at a factory, and capable of being transported to the location of use on its own chassis and wheels.

Mobile Home Court: Any property in the same ownership, which is utilized for occupancy by more than two mobile homes, but not including tourist facilities for motor homes, campers or travel trailers.

Non-Residential Service: Services other than residential, commercial, or irrigation. For example; seasonal facilities, such as irrigation wells and systems, vacation homes, weekend homes, hunting camps, fishing camps, baseball fields, signs, garages, barns, and other types of recreational areas.

Permanent Service: Member's facilities constructed at a given location in such a manner that they may be reasonably expected to remain for the useful service life of the Cooperative's electrical facilities constructed for that service. Mobile homes would be such to have the tongue and axels removes, anchored securely and underpinned, with an approved water and sewer connection. A copy of approval letter may be required such as Department of Environmental Quality, City Permits, etc.

Point of connection: The location where the Cooperative connects to its existing line to extend service.

Point of delivery: The location where the Cooperative terminates its equipment or conductors and at which the Member assumes responsibility for construction and maintenance of the electrical facilities.

Primary Voltage: The voltage at the high voltage side of a distribution transformer.

R.V. Park: Any property developed pursuant to a common plan or scheme for the purpose of occupancy primarily by more than two recreational vehicles.

Residential Service: Electric service supplied to a single-family dwelling or to a location owned or rented by an individual where the end use of the service is primarily for the domestic heating, cooking, lighting, and general purposes of the inhabitants of the dwelling or of the individual.

Secondary Voltage: The voltage at the low voltage side of a distribution transformer.

Security Light: An un-metered exterior light fixture installed and maintained by the Cooperative.

Service: The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served, or the furnishing of energy to the premises.

Service Entrance: The meter socket and circuit breaker or fused switch located near the point of entrance of service conductors to the premises, which provide a means of measurement and switching for the electrical supply.

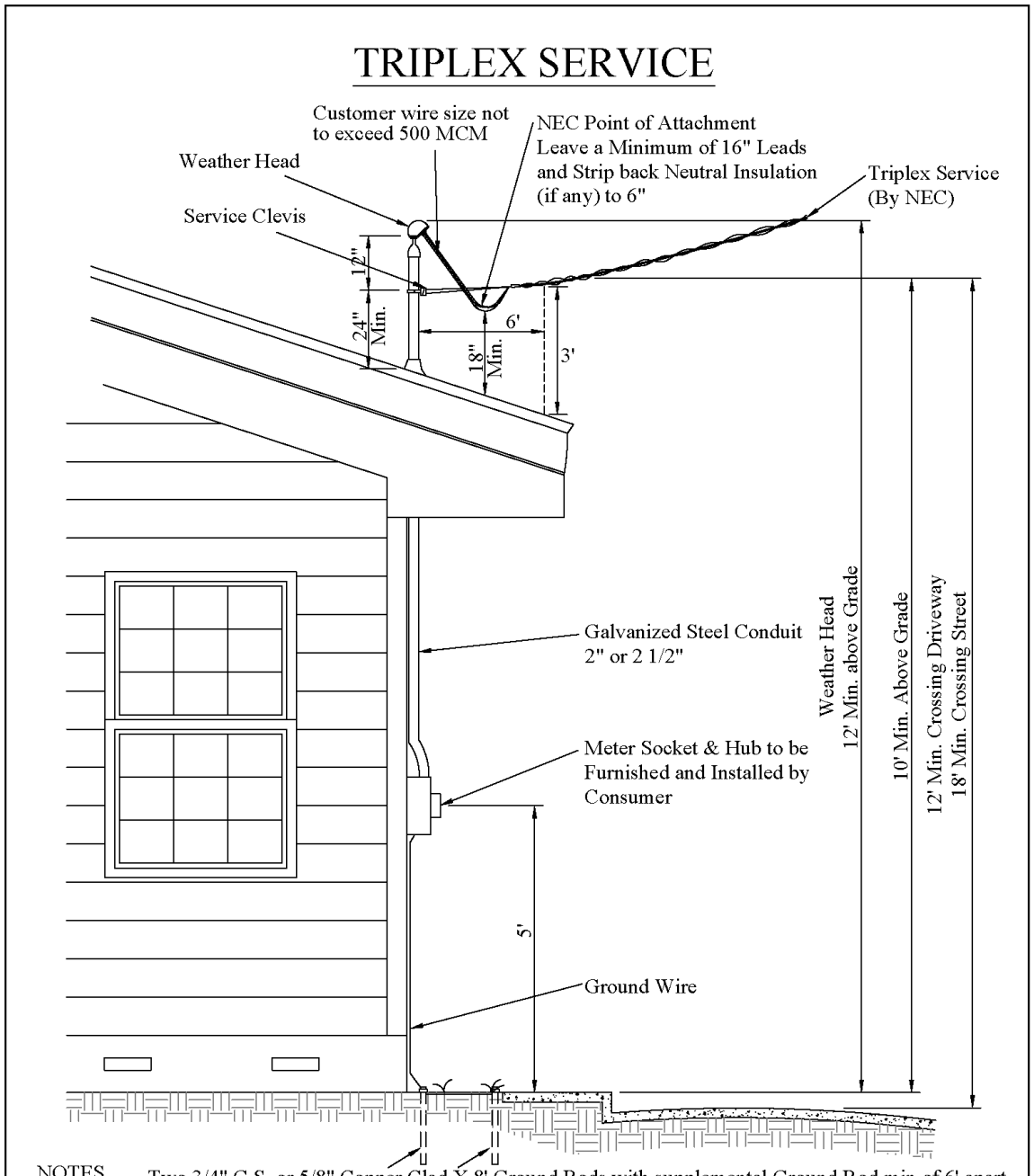
Service Structure: The structure to which electric service is delivered, including a pole or pedestal.

Subdivision or Development: A tract or parcel of land divided into two or more lots, sites, or other divisions.

Temporary Service: Member facilities installed in such a manner that it may be reasonably expected to be relocated or removed within 12 months of installation. Examples of facilities for which temporary service may be provided are construction sites, gravel pits, sawmills, mining sites, fish sites, refrigerated van plug-ins, or carnivals and a circus.

APPENDIX C: WIRING SPECIFICATIONS

A. Triplex Service Detail (Over Eave)

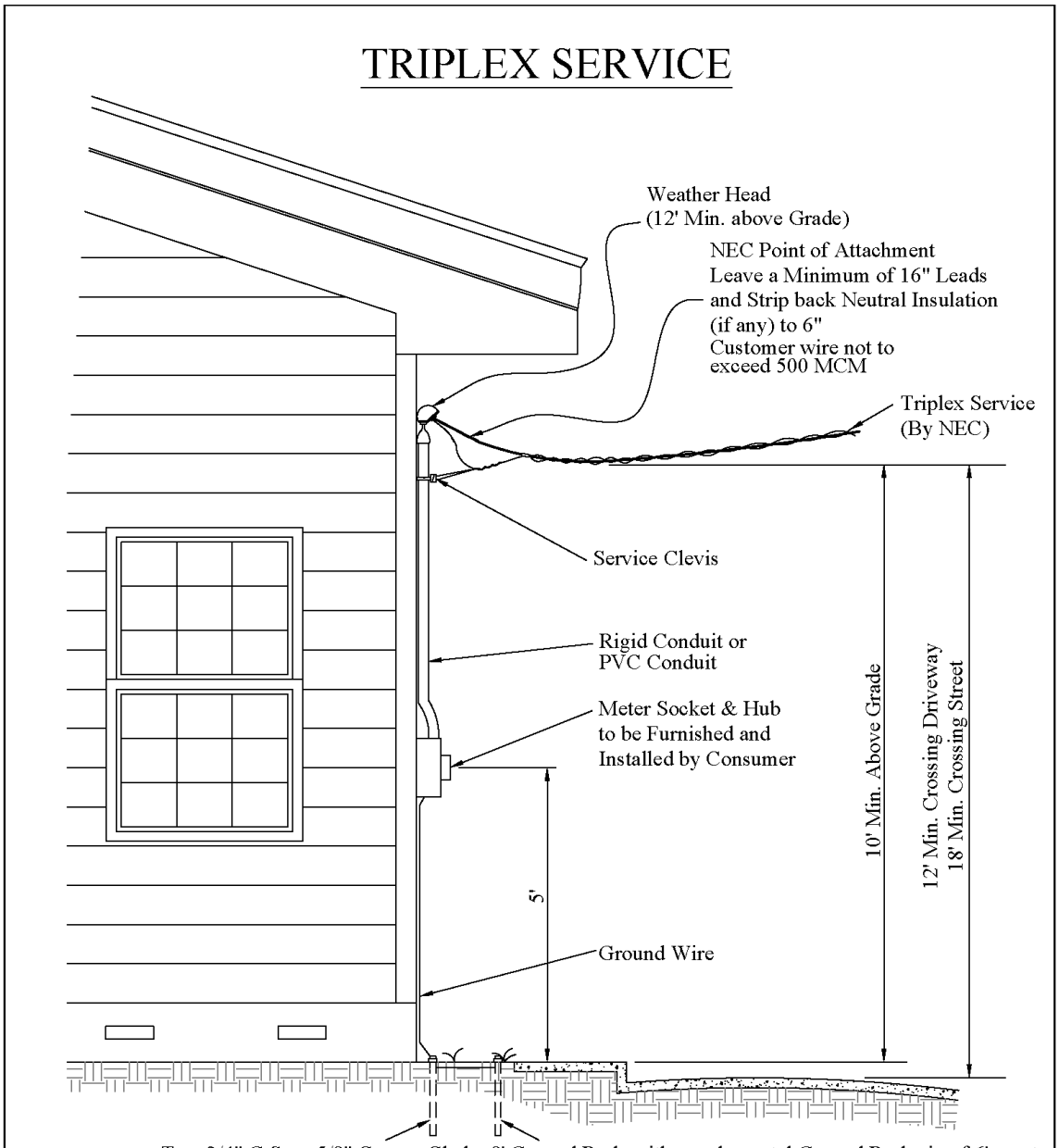


NOTES

1. Comply with Local Ordinances Which Exceed These Standards
2. Conduit to be Properly Blocked to Rafters, and Securely Attached to Outside Wall
3. All Equipment Shown is to be Furnished, Installed, and Maintained by Customer except Meter, Service Wire, and Service Clevis

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App. _____	For TRIPLEX SERVICE DETAIL (OVER EAVE)
			App. _____	
			Scale: N.T.S.	Date: 8-1-25 Drawn By: TC

B. Permanent Overhead Service (Under Eave)



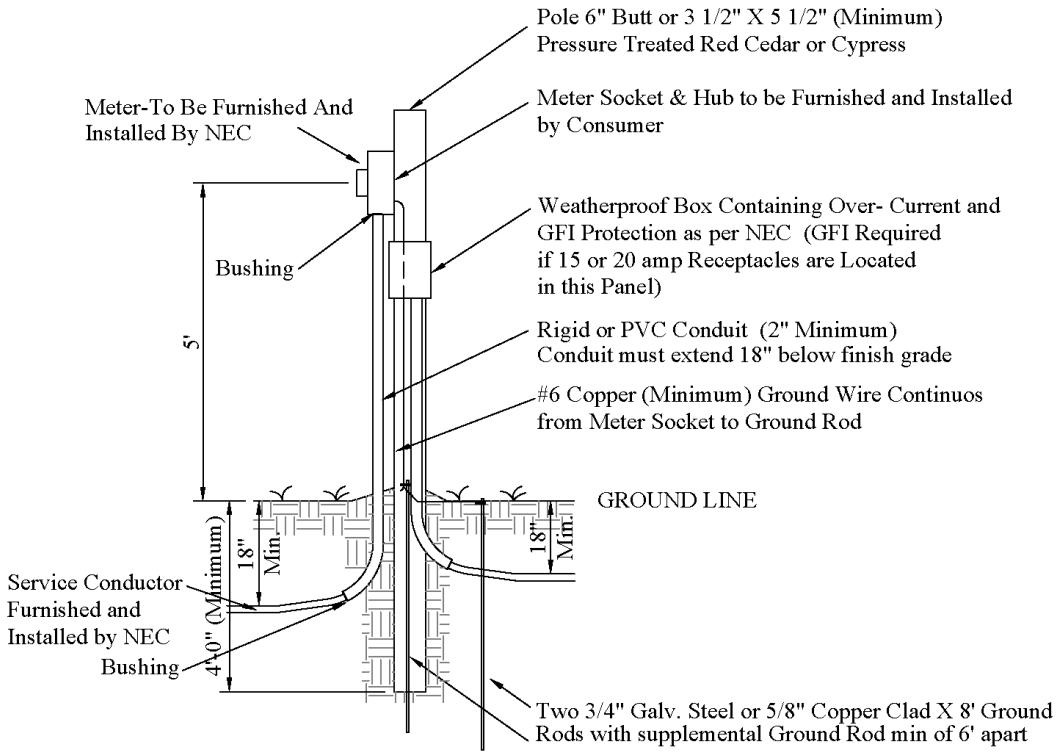
NOTES

1. Comply with Local Ordinances Which Exceed These Standards
2. Conduit must be 2" of 2-1/2" and Securely Fastened to Outside Wall
3. All Equipment Shown is to be Furnished, Installed, and Maintained by Customer except Meter and Service
4. Wireholder to be Securely Mounted into Rafter or Wall Studs

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App. _____	For PERMANENT OVERHEAD SERVICE (UNDER EAVE)
			App. _____	
			Scale: N.T.S.	Date: 8-1-25 Drawn By: TC

C. Permanent Underground Service Pole Connection

CALL 3 WORKING DAYS
BEFORE YOU DIG-DRILL-BLAST
1-888-721-7877
PALMETTO UTILITY PROTECTION SERVICE



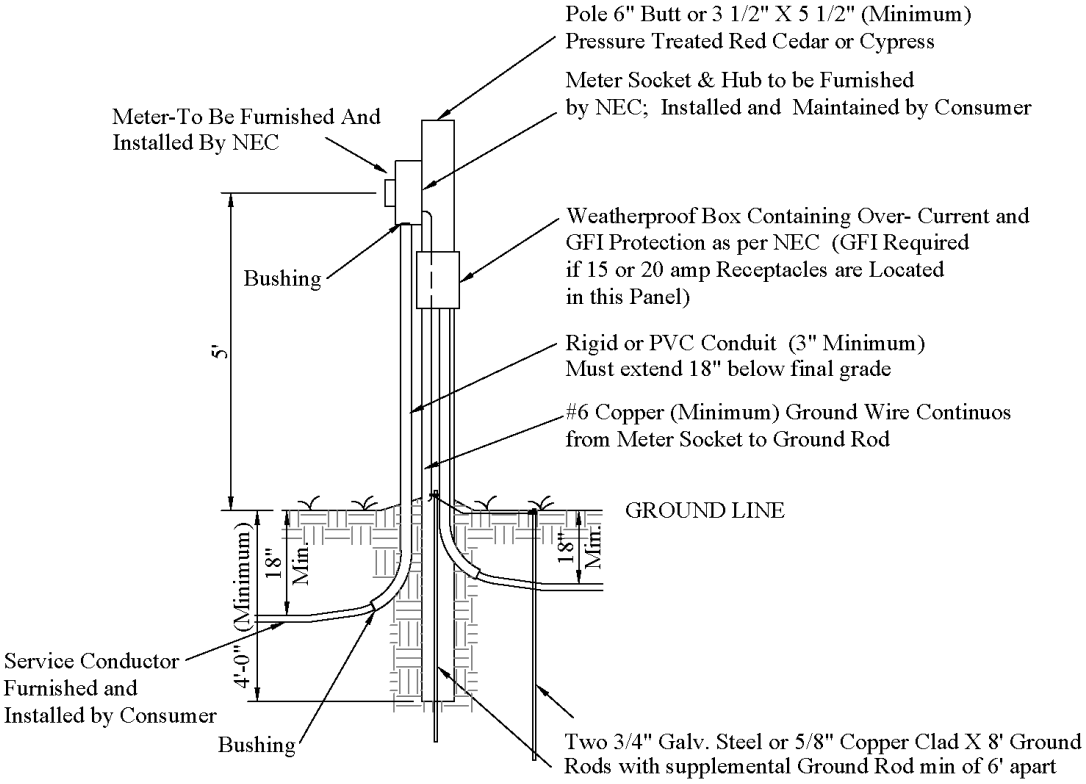
NOTES

1. Comply with Local Ordinances Which Exceed These Standards
2. Locate Pole Between 3' & 30' of Connection.
3. Wire Size to be a Minimum of:
   #4 Cu. (or equal) for 100 Amp Service
   #1 Cu. (or equal) for 150 Amp Service
   #2/0 Cu (or equal) for 200 Amp Service
4. Conduit Size is to be:
   1 1/4" for 100 or 150 Amp Service
   2" for 200 Amp Service
5. All Material to be Furnished by User Except as Noted
6. Consumer responsible for marking any non-utility installed underground facilities prior to installation of NEC Underground Service

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App. _____	For PERMANENT UNDERGROUND SERVICE POLE CONNECTION
			App. _____	
			Scale: N.T.S.	DATE: 8-1-25 DRAWN BY: TC

D. Permanent Underground Service Pole Connection – Three Phase

CALL 3 WORKING DAYS
BEFORE YOU DIG-DRILL-BLAST
1-888-721-7877
PALMETTO UTILITY PROTECTION SERVICE

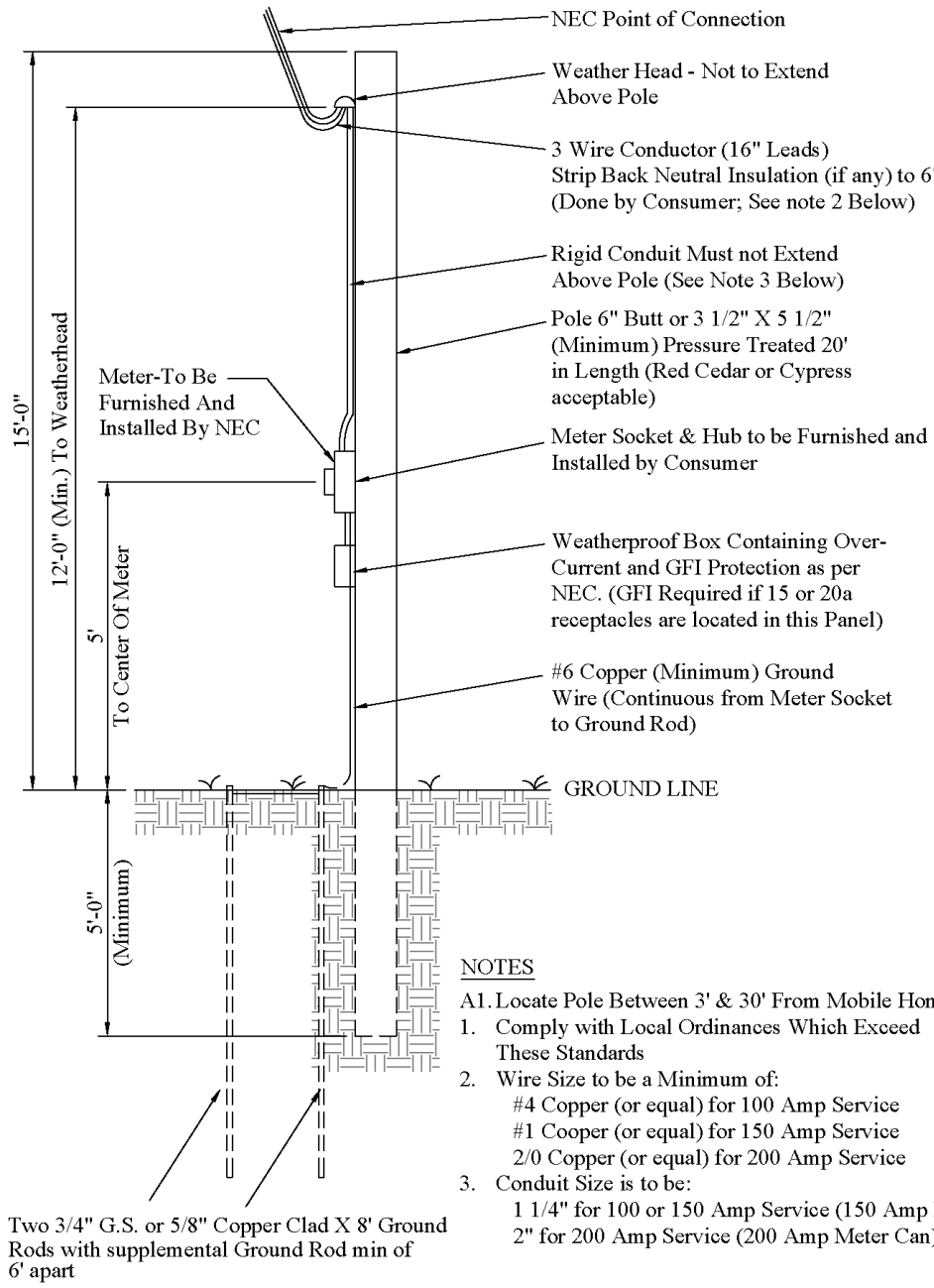


NOTES

1. Comply with Local Ordinances Which Exceed These Standards
2. Locate Pole Between 3' & 30' of Connection.
3. Wire Size to be a Minimum of:
   #2/0 Cu (or equal) for 200 Amp Service
4. All Material to be Furnished by User Except as Noted
5. Consumer responsible for marking any non-utility installed underground facilities prior to installation of NEC Underground Service
6. Underground 3 Phase and Single Phase comes to designated point of service.
7. All commercial comes to NEC designated point of service.

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP	
			App. _____	For PERMANENT UNDERGROUND SERVICE POLE CONNECTION - THREE PHASE	
			App. _____		
			Scale: N.T.S.	DATE: 8-1-25 DRAWN BY: TC	

E. Permanent Overhead Service to Customer Meter Pole



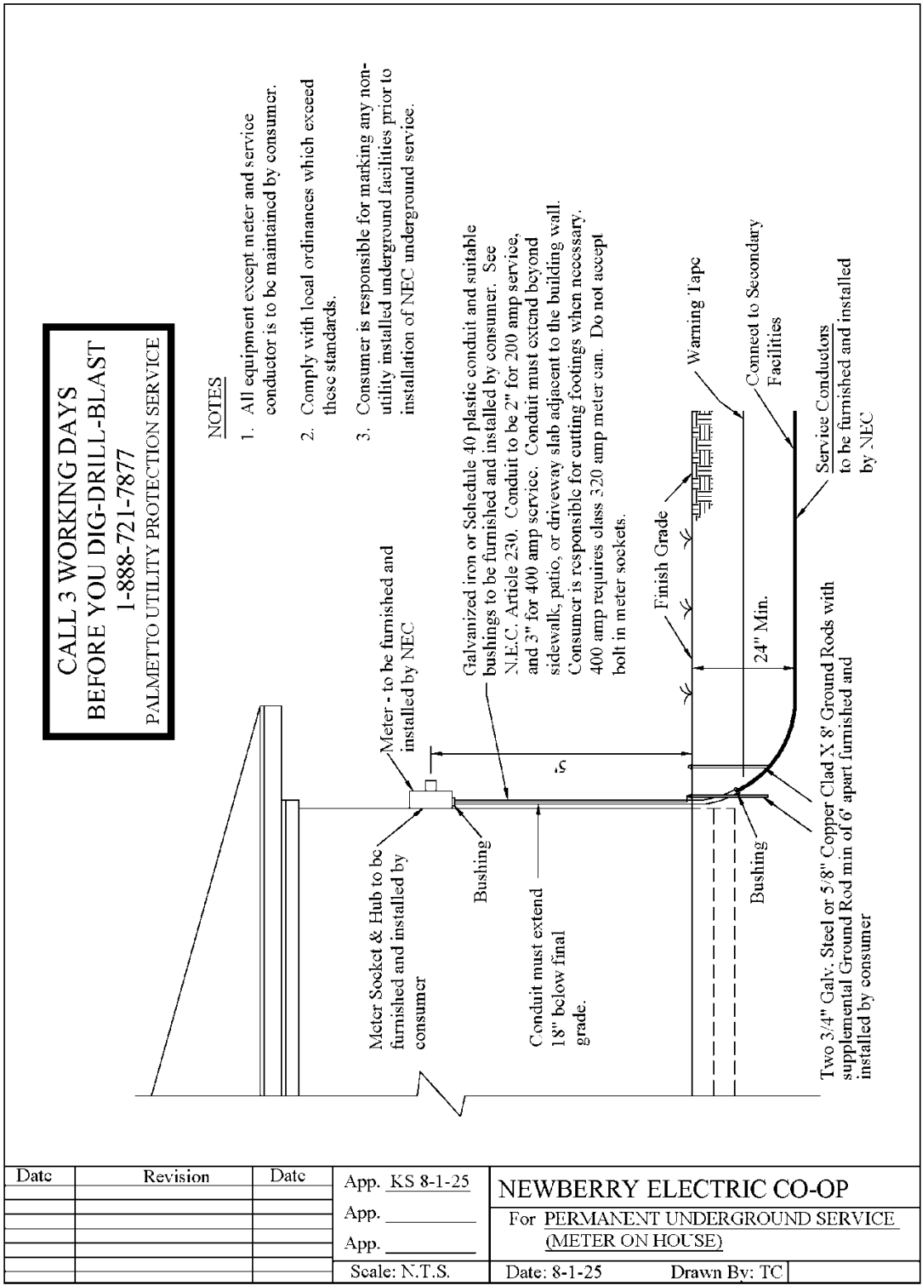
NOTES

A1. Locate Pole Between 3' & 30' From Mobile Home

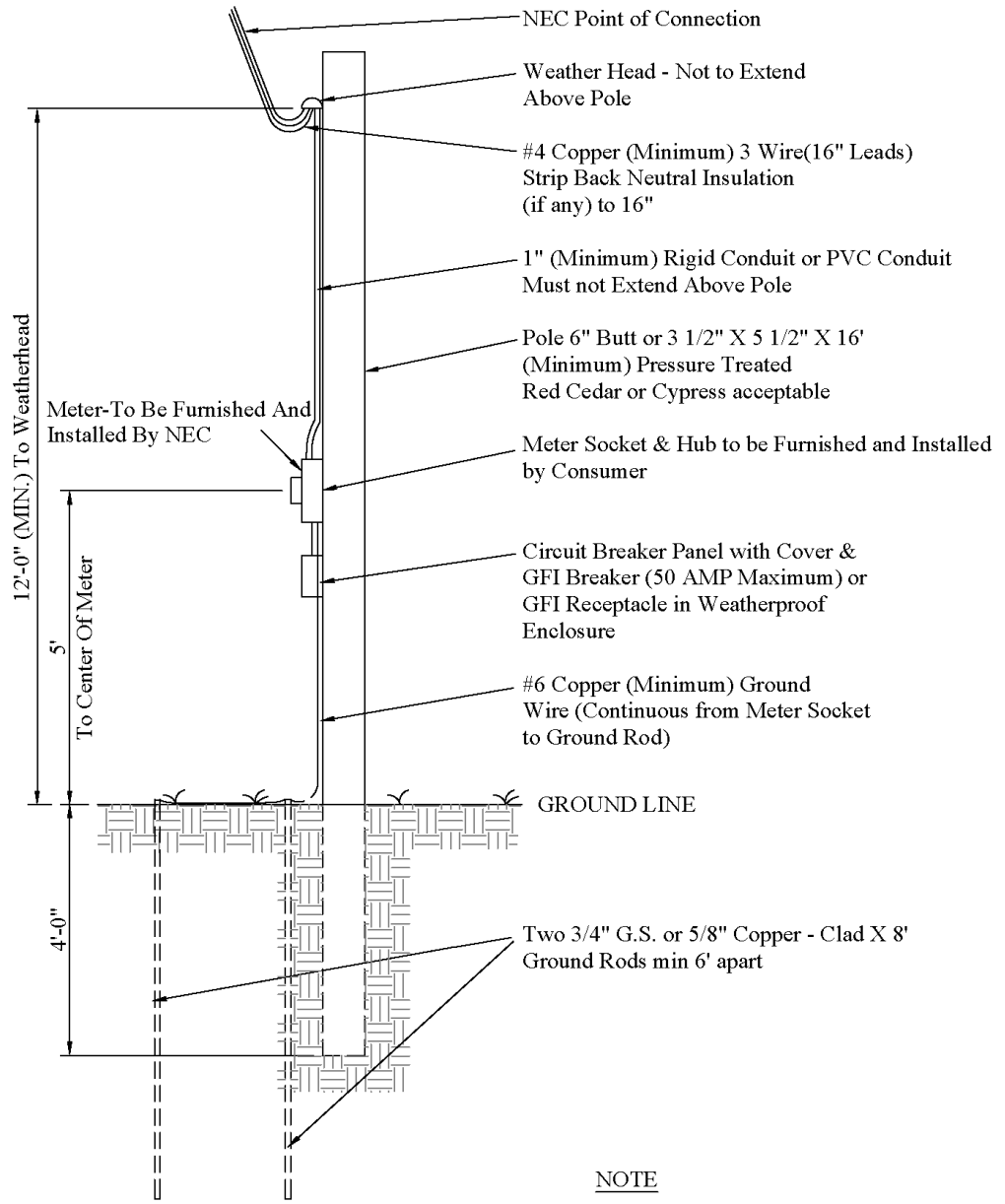
1. Comply with Local Ordinances Which Exceed These Standards
2. Wire Size to be a Minimum of:
   #4 Copper (or equal) for 100 Amp Service
   #1 Cooper (or equal) for 150 Amp Service
   2/0 Copper (or equal) for 200 Amp Service
3. Conduit Size is to be:
   1 1/4" for 100 or 150 Amp Service (150 Amp Meter Can)
   2" for 200 Amp Service (200 Amp Meter Can)

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App. _____	For PERMANENT OVERHEAD SERVICE TO CUSTOMER METER POLE
			App. _____	
			Scale: N.T.S.	DATE: 8-1-25 Drawn By:TC

F. Permanent Underground Service (Meter on House)



G. Temporary Overhead Service

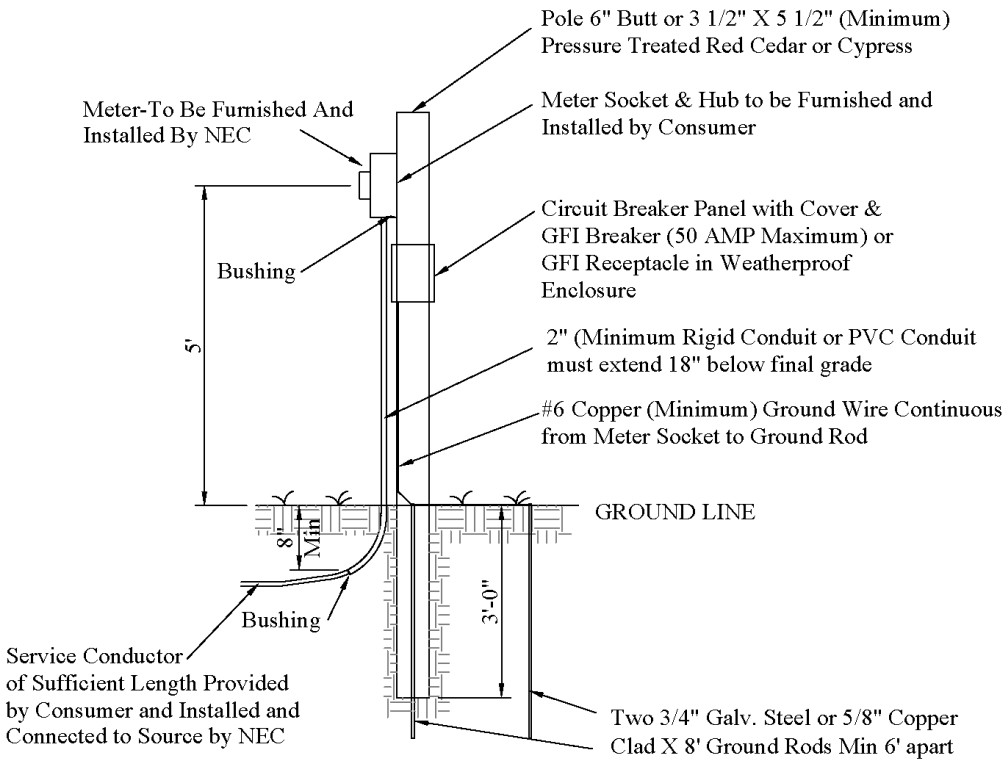


NOTE
Where this Drawing Conflicts with Local Ordinances, Comply with Local Ordinances.

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App.	For TEMPORARY OVERHEAD SERVICE
			App.	
			Scale: N.T.S.	DATE: 8-1-25 Drawn By: TC

H. Temporary Service for Underground Locations Only

CALL 3 WORKING DAYS
BEFORE YOU DIG-DRILL-BLAST
1-888-721-7877
PALMETTO UTILITY PROTECTION SERVICE



NOTES

1. Comply with Local Ordinances Which Exceed These Standards
2. All Material is to be Furnished by user except as Noted
3. Newberry Co-op Underground Facilities are to be Located before Digging

Date	Revision	Date	App. KS 8-1-25	NEWBERRY ELECTRIC CO-OP
			App. _____	For TEMPORARY SERVICE FOR UNDERGROUND LOCATIONS ONLY
			App. _____	
			Scale: N.T.S.	DATE: 8-1-25 Drawn By: TC

APPENDIX D: AGREEMENTS/CONTRACTS

A. **Welcome to Newberry Electric Cooperative, Inc.**

WELCOME TO NEWBERRY ELECTRIC COOPERATIVE, INC.

A not-for-profit member-owned electric distribution utility

In receiving electric service from Newberry Electric Cooperative, you are more than a customer – you are now a member-owner. As a member of a not-for-profit electric cooperative, you have voting rights and earn capital credits (money assigned to you based on your payments for electricity).

Please review the enclosed Contract for Electric Service. Also, we hope you will take a few minutes to review the contents of this packet. The BY-LAWS and information included affect you as a member-owner and explain programs available through your Co-op. The Service Rules and Regulations also apply to this contract and they are posted on the NEC website.

Also included is a Co-op Connections Card. Our members are eligible to receive discounts on products and services from participating local and national businesses through the Touchstone Energy Co-op Connections Program.

It is the mission of your elected Board and the employees of the Cooperative to provide quality electric services at competitive costs with a commitment to member satisfaction. Customer Service representatives are available at 803-276-1121 or toll-free at 800-479-8838 to assist with any questions or concerns you might have.

For more information check out our website at www.nec.coop or our Facebook page at *www.facebook.com/NewberryCoop*.

B. Contract for Electric for Location

Member No: _____
Account No: _____

NEWBERRY ELECTRIC COOPERATIVE, INC.
Your Touchstone Energy® Partner

Post Office Box 477
Newberry, SC 29108
(803)276-1121
(800)479-8838
Fax: (803)276-4121
www.nec.coop

CONTRACT FOR ELECTRIC SERVICE FOR LOCATION:

The member(s) named below (hereinafter called the "Applicant") applies for membership in, and agrees to purchase electric energy for his use only and not for resale purposes, without written permission of Newberry Electric Cooperative, Inc. (hereinafter called the "Cooperative"), at fees to be based on type of service rendered according to the Cooperative's schedule of rates and services found in the Service Rules and Regulations of the Cooperative. Electric service will be provided to the location shown above. The Owner and Applicant warrant that the premises will be, or has been, wired in accordance with the requirements of the National Electrical Code, and releases the Cooperative from any and all liability of every kind and nature for damage which may occur from defective wiring of the premises or failure to inspect the wiring, and hereby agrees to hold the Cooperative harmless from any and all such liability. The Owner and Applicant covenant and agree not to erect or construct or to permit the erection or construction of any shed, structure or building under, over or in close proximity to the power lines of the Cooperative, and if any such structure is so erected, the Owner and Applicant hereby agree to assume and discharge any liability or damages that may result. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and the Service Rules and Regulations adopted by the Cooperative, including Service Rules and Regulations which are added or amended after the date of this contract and which will be posted on the Cooperative website.

In consideration of providing electricity to me (us), I (we) hereby grant unto the Cooperative, its Successors and Assigns the exclusive right to place, install construct, replace, alter, maintain, patrol, use, utilize, rebuild, inspect, repair, remove, and operate one or more overhead or underground lines for the transmission and distribution of electric energy, communications, television, voice or data transmission and distribution or similar purposes, consisting of any or all of the following: supporting structures, poles, cross arms, overhead and underground conductors, overhead or underground wires and cables (including fiber optic cable), apparatus and appliances and other accessory apparatus and equipment deemed by the Cooperative, its successors, licensees, or as reasonably reported to serve me (us) and other Cooperative members.

In the event I (we) fail to pay the amounts due for my (our) electric service as required by the Cooperative's Service Rules and Regulations and terms of the invoice, I (we) understand and agree I (we) may be charged a late fee and disconnect/reconnect fees as provided in the Cooperative's Service Rules and Regulations. In the event the Cooperative uses an attorney or collection agency to collect past due amounts owed by me (us) for electric service, I (we) understand and agree that the Cooperative may collect from me (us) any reasonable costs of collection and attorneys' fees. I (we) further agree that any amounts owed to the Cooperative by any person residing with me (us) at the location given above may be transferred to and collected from my (our)account, including any interest and penalties or fees due, in order to receive service under this Contract.
By signing below or by the act or accepting electric service from the Cooperative, I (we) agree to be bound by these terms.

_____
Member Date

_____
Member Date

Membership Fee:	_____
Deposit:	_____
Total Due:	_____

Service Address:

_____

_____

This Application for Membership
accepted by cooperative representative

_____ on _____.

C. Application for Membership and Electric Service

Newberry Electric Cooperative, Inc.
Individual or Joint
Application for Membership
And Electric Service

_____ Owner

_____ Renter

_____ Realtor

_____ Builder

Account Number:

Member Name:

The applicant, whose signature appears below, hereby applies for membership in, and agrees to purchase electric energy from Newberry Electric Cooperative, Inc. (herein called the co-op) upon the following terms and conditions.

1. The applicant will pay to the co-op the sum of $5.00, which, if this application is accepted by the co-op, will constitute the applicants membership fee. The applicant further agrees that any amounts owing the co-op will be deducted from the fee before refund is made.
2. The applicant will, when electric energy becomes available and the meter installed, purchase from the co-op all electric energy used on the premises described below and will pay therefore monthly rates which will be fixed by the board of trustees for the co-op. the applicant will pay a bill of at least $34.00 per month regardless of whether any kilowatt hours are consumed or not.

   The applicant agrees that failure to pay the co-op monthly by a date specified by the co-op, for electric energy used and billed at the adopted rate schedule applicable to the applicant's classification, shall be cause for the co-op to discontinue service without further notice of any kind and that the co-op will not be held liable for damage to food, equipment, property, livestock, poultry, individuals or otherwise as a result of the discontinuance of service.
3. The applicant will cause the premise to be wired in accordance with wiring specifications approved by the co-op. the applicant further agrees to maintain said wiring and discharges the co-op from any liability for damages suffered by reason of the installation, the wiring, or electric energy thereon.
4. The applicant will comply with and be bound by the provisions of the charter and by-laws of the co-op of which the applicant will be a member, and such rules and regulations as may be, from time to time, adopted by the co-op. the acceptance by the co-op shall constitute and agreement between the applicant and the co-op, and the contract for electric service shall continue in force from the date service is made available by the co-op to the applicant, until cancelled by request of the applicant or because applicant failed to abide by the rules and regulations of the co-op.
5. The applicant requests and authorizes the co-op's board of trustees to subscribe to *Living In South Carolina* magazine on their behalf and authorizes the subscription price thereof to be deducted from any funds accruing in their favor, so as to reduce such funds in the same manner as would any other expense of the co-op.

Applicant signature	Spouse signature
911 address for electric service	Mailing address
City State Zip	City State Zip
Home telephone number	Other telephone number
Email address	Applicant Social Security number
Date	Spouse Social Security number
Witness Signature	Driver's license number

D. Deposit Refund Statement

DEPOSIT REFUND
STATEMENT

PLEASE READ

It is the policy of Newberry Electric Cooperative, Inc. to apply the membership fee and or deposit to any member's account that has been disconnected and final billed. If a credit balance results this is returned to the member. The only exception to this policy is as follows. The service must have been connected for a minimum of ninety (90) days. If a service is disconnected prior to the ninety days, and the final bill less the membership fee and or deposit is a credit, only the membership fee will be refunded.

I, _____ , have been told and I understand that the

Deposit of $195.00 that I hereby make to the Newberry Electric Cooperative, Inc. for electric service at following

address:

Is non-refundable if I don't maintain service for a minimum of ninety (90) days from the date the service is connected.

This is non-refundable if I don't maintain service for a minimum of ninety (90) days from the date the service is connected.

Signed by:_____

Date :_____

FOR OFFICIAL USE ONLY

Member Number: _____

Service Location Number (if known)_____

E. Guarantor Agreement

NEWBERRY ELECTRIC
COOPERATIVE, INC.
Your Touchstone Energy® Partner

Guarantor Agreement Form

By signing below, I understand that as the guarantor for the account of

_____, account number _____, I will assume the responsibility of paying the total amount owed to the cooperative if this account is final billed and the amount owed is not paid by the guarantee.

_____ _____
Guarantee's Signature Date

_____ _____
Guarantor's Signature Date

_____
Guarantor's NEC Account Number

Witnessed by _____ _____
NEC Employee Date

-OR-

Subscribed and sworn before me this _____ day of _____, 200___

Notary Public _____

My Commission expires on: _____

Guarantor agreement processed by _____ on _____.
NEC Employee Date

5/04

Post Office Box 477 • 882 Wilson Road • Newberry, SC 29108
(803) 276-1121 • Fax (803) 276-4121

F. Light Lease Agreement

LIGHT LEASE AGREEMENT

The NEWBERRY ELECTRIC COOPERATIVE, INC., HEREINAFTER CALLED the Cooperative, and _____ a member of the Cooperative, hereby mutually agree as follows:

1. Cooperative will furnish and install at no expense to the member a lighting unit on a pole at a location suitable to both parties; will make all necessary electrical connections and will furnish electricity for same which shall be controlled by a photo cell to energize the unit.
2. Cooperative will maintain the unit at no cost to the member.
3. The member hereby agrees to furnish the location for the unit; to permit any tree trimming required for the conductors or any unit installation.
4. The member hereby agrees to pay for the foregoing service at the rate of $_____ each and every month or the monthly rate approved by the Board of Directors. In addition, the member agrees to pay a one-time fee of $_____ for additional poles necessary to provide this lighting service.
5. The member further agrees that the unit, together with the poles and conductors may be removed at any time by the Cooperative upon failure of the member to pay the charges set forth herein.
6. Further, the member agrees to protect the unit from damage so far as said member is able.
7. It is mutually agreed that the unit so installed remains the property of the Cooperative and will be removed at the request of the member any time after it has been in continuous use for a period of not less than 24 months.
8. It is further agreed that if the unit is reported out of order after regular working hours or holidays, the equipment will be repaired the following working day or as soon as reasonably possible.
9. It is further agreed that this lease cannot be assigned or transferred without the permission of the Cooperative.

NEWBERRY ELECTRIC COOPERATIVE, INC.

_____
Cooperative Representative

_____
Cooperative Member

_____
Address

_____
Account Number

_____
Date

_____
Daytime Contact Number

SUN PRINTING CO. - JOB #0343 - 803.276.5800

G. Agreement for Electric Line Extension

Agreement for Electric Line Extension

This **LINE EXTENSION AGREEMENT** is entered into as of _____, 20_____ (the "Effective Date"), by and between _____, hereinafter called "Member", and Newberry Electric Cooperative, Inc. The Member and Newberry Electric Cooperative are hereinafter collectively referred to as the "Parties."

Whereas the Member has requested that Newberry Electric Cooperative, Inc. install line extension services either overheard or underground at the Member's location located at: _____

The Contribution in Aid of Construction (CIAC) has been determined as established by the Newberry Electric Cooperative's **Line Extension Policy** and shall be due to Newberry Electric Cooperative in advance of construction.

In Consideration for the sum of $_____ Dollars, (which sum represents the estimated cost of making the electrical line extension in accordance with the **Line Extension Policy**) received from the Member, Newberry Electrical Cooperative agrees to make an electric line extension from the nearest suitable point on the present line or lines of the Cooperative. All lines and services will be constructed using the standard specifications of the Cooperative, and comply with all local and state Codes, as well as the National Electric Safety Code.

Terms

1. It is understood and agreed by the parties that the poles, wires, fixtures, conduits and cables, and all other equipment located and maintained under this Agreement shall be and remain the property of the Cooperative.
2. Newberry Electrical Cooperative reserves the right to amend cost determinations included in this Line Extension Agreement to reflect changes in the above costs/credits over the period of this Agreement. The Member shall be responsible for the costs associated with the changes, if any, between the initial or amended estimates and/or determinations as identified in the construction plans.
3. A satisfactory easement, dedicated easement, and/or right-of-way will be conveyed without cost to Newberry Electric Cooperative. A recorded plat with premise address will also be provided to the Cooperative. No construction work will be started on the project until a properly executed easement, along with a property plat is signed and returned.
4. The Member may be required to provide facility information, including but not limited to, size, type, voltage level, number of electrical services, service location, electrical loading and other unique requirements. Each individual residence will be supplied with a single-phase, three wire service at a nominal voltage of 120/240 volts, 60 hertz.
5. Newberry Electric Cooperative will furnish the electrical service indicated in accordance with its then current rate schedule.
6. Newberry Electric Cooperative is responsible for locating publicly owned underground utility lines, ***however***, it is the Member responsibility to inform the Cooperative of any underground objects that

might be damaged or cause damage in the process of installation. This includes, but is not limited to: septic tanks, drain lines, water lines, irrigation lines.

7. Newberry Electric Cooperative or its contractor will need access for its installation equipment and a clear route to install the facilities. Any obstacles (fences, vehicles, landscaping, debris, etc.) must be removed before construction can begin.
8. Equipment tracks and ground disturbance will result from the use of equipment necessary for the installation and the Cooperative nor its contractors will be responsible for repair.
9. Newberry Electric Cooperative or its contractor will not be responsible for providing erosion control measures, re-seeding or re-sodding lawns or replacing gravel in the area(s) disturbed due to installation.
10. To meet National Electric Safety Code, work site grading, and landscaping must be at final grade before installation of any facilities.
11. New rights-of-way will be cleared of trees and vegetation prior to construction activities according to the vegetation management right-of-way policy in the Cooperative's Service Rules and Regulations.

ACCEPTANCE AND SIGNATURES; Upon the acceptance hereof by Newberry Electric Cooperative, Inc. and the Member as evidenced by the signatures below this shall be a binding Agreement.

Witness as to Member:	**Member:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Print Name