



A Touchstone Energy® Partner  
**Service Rules and Regulations**



## **SC 34 Newberry**

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**NEWBERRY ELECTRIC COOPERATIVE, INC.**  
**SERVICE RULES AND REGULATIONS**  
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## **A. GENERAL RULES**

### **1. Cooperative's Responsibility**

Newberry E.C. (Cooperative) will use reasonable diligence in furnishing a regular and uninterrupted supply of energy. 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. Furthermore, the Cooperative shall not be liable for any loss, injury, or damage resulting from a single- phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the customer through the use of protective devices.

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 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

### **2. Customer's Responsibility**

In order that the Cooperative may provide a proper service facility and metering installation, the customer shall advise the Cooperative of the expected service requirements, and shall also in the future, advise the Cooperative of any

increase or decrease in the expected load to be provided by the Cooperative in sufficient time to change service characteristics.

In the event of loss or injury to the Cooperative's property through misuse or negligence by the customer, the costs of all necessary repairs or replacement shall be paid by the customer to the Cooperative. The customer is responsible for ensuring that no one other than Cooperative employees shall make any internal or external adjustments to any equipment of the Cooperative's installed on the customer's premises. This includes any interference with or breakage of the Cooperative's meter seals.

The Cooperative shall have the right at all reasonable hours to enter the premises of a customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of any of the Cooperative's apparatus or property. Furthermore, the Cooperative has the right to enter the premise of the customer to remove any or all of the Cooperative's property in the event of the termination of the customer's service for any cause.

The customer shall also be responsible for providing and maintaining suitable protective devices on his equipment to prevent any loss, injury or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy.

### **3. Maintenance of Electrical Right-of-Way**

The Cooperative will be responsible for maintaining all right-of-way in the service area on a regular basis to ensure power quality and service dependability to every consumer. Cut or trimmed trees, shrubs etc. will be windrowed in the most convenient location for removal by the property owner.

The Cooperative will cut trees or limbs on residential property that are in contact with or near contact with the service line within the right-of-way corridor. Only those parts of the tree causing the danger will be cut and care will be used to maintain the natural appearance of the tree. The Cooperative will chip or remove limbs, debris, etc.

The Manager of Operations will evaluate requests by a consumer for other tree removal or limb cutting outside of the right-of-way. The Cooperative will only cut trees or limbs posing a potential danger to the electrical line. Those requests not posing a danger will be denied.

### **4. Application**

A copy of the schedule of electric rates and standard terms and conditions under which service is to be rendered to a customer will be furnished upon request during normal office hours at the Cooperative's headquarters building at 882 Wilson Road, Newberry, South Carolina 29108.

Any natural person, firm, association, corporation, business trust, partnership, Federal Agency, State or political subdivision or agency thereof, or public body politic shall be eligible to become a member by-making application

for electric service including metered electricity or outside lighting. Any person seeking to become a member (applicant) must, within a reasonable time of requesting metered electricity or outside lighting, complete a written membership application provided by the Cooperative. The applicant agrees to: comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the Board of Trustees; pay the membership fee specified; and maintain an active account in good standing with the Cooperative.

Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative provided the date of deposit or any increase in the deposit has been in effect for at least 90 days.

Positive proof of identification is needed at the time the application is completed and must be a valid driver's license, visa, passport, green card, picture student ID, or some other form of identification that the Cooperative deems appropriate. If a renter of property desires electrical service, the Cooperative may verify with the landlord involved that the party attempting to obtain service is the individual renting or leasing the premise. When a customer desires delivery of energy at more than one location, a separate agreement will be required for each separate account. Service delivery at each location will be billed separately under the applicable rate.

It shall be the responsibility of any prospective customer to find out from the Cooperative if power is available at a particular location when planning the installation of and before purchasing any major electrical equipment.

If a customer desiring electrical service from the Cooperative has a prior outstanding balance, the balance must be paid in full before service will be rendered.

Each consumer shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned by the consumer, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other consumers or for the construction, operation, maintenance, or relocation of the Cooperative's electric facilities.

The obligation of the Cooperative to supply service is dependent upon the Cooperative securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Cooperative shall not be liable to the consumer for any failure to deliver service because of the Cooperative's inability to secure or retain such rights-of-way privileges, franchises, or permits.

A member may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

- a. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with this membership obligation, all as of the effective date of withdrawal; and either

- (1) Removal to other premises not furnished service by the Cooperative;  
or,
- (2) 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 this membership.

Upon such withdrawal, the member shall be entitled to refund of his membership fee and of any service security deposit then held by the Cooperative providing the deposit or any increase in the deposit has been in effect for at least 90 days.

## **5. Wiring Requirements**

Each consumer shall cause all premises receiving electric service pursuant to his 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 government agencies having jurisdiction over the premises. 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 driven ground rod.

A disconnect switch is required by Newberry ECI for mobile homes as shown in Appendix C. A disconnect switch adjacent to the meter provides a means to safely disconnect the power of a mobile home without requiring the meter to be removed.

Assembly Guides for Residential Services are provided in Appendix C.

In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

## **6. Deposits for Service**

The Cooperative may require from new or current customers, a security deposit if any of the following conditions exist:

- a. The new customer's past payment record to a previous electric utility shows delinquent payment practice, i.e., customer has had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears in the past 12 months, or;
- b. A new customer cannot furnish either a satisfactory letter of credit from their previous electric utility or cannot provide an acceptable co-signer or



- guarantor who is an NEC customer, or;
- c. A current customer has no security deposit and establishes a delinquent payment record, i.e., records two or more consecutive 30-day arrears, or records more than two non-consecutive 30-day arrears, in the past 24 months, or;
- d. A customer has had his service terminated for non-payment, meter tampering, or for theft of electricity.
- e. A new customer requests service to a manufactured home or a mobile home.
- f. A new customer is renting a permanent home, a manufactured home, a mobile home, or apartment.

The security deposit required pursuant to the above rules will be determined according to the following procedures:

a. **Manufactured Homes**

The deposit required as a condition for new service to manufactured homes (mobile homes) shall be \$195 plus the \$5 membership fee as established on Page 3.

b. **History of Delinquency**

The deposit required as a condition for new service for consumers with a history of delinquency in payment of electric bills shall be the lessor of: 1) the amount of the largest previous past due balance or 2) \$195.

c. **Services Previously Terminated for Non-Payment**

The deposit required for new or continued service, in which the customer has either had his service terminated for non-payment or has been found to have committed meter tampering or electrical theft shall be \$195.

d. **Permanent Homes**

Owners of permanent homes are not required to provide a deposit as long as the owner provides either a satisfactory letter of credit from a previous electric utility or an acceptable co-signer or guarantor on the NEC system to guarantee payment. Renters of permanent homes will be required to pay a security deposit of \$195 plus a \$5 membership fee.

Manufactured/mobile homes are considered temporary dwellings and do not qualify for deposit waiver. A manufactured/mobile home will be considered a permanent dwelling if the wheels have been removed, the home is placed on a permanent foundation consisting of cement block or brick with proper mortar to stabilize the home, and a porch is added. Owners of new manufactured/mobile homes, in satisfactory bill payment status, who plan to convert them to a permanent dwelling as described

herein, are required to provide a deposit as described in Section 5a. However, this deposit will be refunded at such time as the owner can show evidence to the Cooperative that the home meets the definition of a permanent dwelling. Upon receiving notice of conversion to a permanent dwelling, the Cooperative will visually verify the compliance of the manufactured/mobile home as being a permanent dwelling. Upon conversion to a permanent dwelling, it is the homeowner's responsibility to request the inspection and refund of the deposit.

e. Non-Residential and Commercial Services

All applicants for non-residential and commercial service must submit a security deposit equal to an estimated two month's bill unless:

- (1) The non-residential or commercial account is established as a secondary meter in the name of an existing member of the Cooperative who is a natural person and who possesses five or more consecutive years of satisfactory bill payment history with the Cooperative, or;
- (2) a guarantor on the new non-residential or commercial account, or;
- (3) The applicant for non-residential or commercial service provides an existing member of the Cooperative is qualified and accepted as the Cooperative with a satisfactory surety bond in the amount of the estimated deposit.

f. Guarantors Qualifications and Requirements

To qualify as a guarantor on a residential, non-residential, or commercial account, the guarantor must currently be a member of the Cooperative who is a natural person and must possess five or more consecutive years of satisfactory bill payment history with the Cooperative.

Deposits paid by consumers will not earn interest. Submission of a security deposit does not relieve the customer of the requirement and obligation of prompt, on-time payment of bills for electric service. Where such deposit has been made and service has been discontinued for reason of non-payment of bills, or otherwise, the Cooperative shall apply the deposit of such customer toward final payment of such account and shall, as soon thereafter as practicable, refund the customer any balance of the deposit remaining

## **7. 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.

## **8. Electric Motors**

The Cooperative should always be consulted 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, in 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.

## **9. Electric Welders and Miscellaneous Devices**

Consumers desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other members. The Cooperative should be consulted before the purchase or installation of the equipment.

## **10. Power Factor Correction**

The maintenance of high power factor is of primary importance for the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the consumer.

Where the overall power factor of the consumer's load is less than 85% lagging, the Cooperative may require the consumer to install, at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time. A penalty for a power factor of less than 85% lagging is included in the Schedule of Electric Rates.

## **11. Customer-Owned Generation**

A customer shall not be permitted to operate generation equipment in parallel with the Cooperatives service without the express written consent of the Cooperative. A double throw switch must be used to prevent possible injury to the Cooperative's workmen by making it impossible for power to be fed back into the main line from the generator.

## **12. Resale of Energy**

The contract is made and electricity is sold and delivered upon the express condition that the consumer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

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

## **13. 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.

Such notification shall specify:

- a. The reason for restriction.
- b. The nature and extent of the restrictions; i.e., amount and time of use by certain classes of customers, etc.
- c. The date such restriction is to go into effect.
- d. The probable date of termination of such restriction.

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.

#### **14. Summary of Service Charges**

Membership Fee	\$5.00
Trip Fee	\$40.00
Disconnect Fee	\$40.00
Reconnect Fee:	
Made during normal working hours	\$40.00
Made outside normal working hours	\$100.00
Returned Check Charge	\$35.00
Meter Testing Fee	\$35.00
Polyphase Meter Testing Fee	\$125.00
Late Payment	\$30.00
Meter Tampering Penalty	\$500.00

#### **15. 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.

a. Reasons for 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:

- (1) Without notice in the event of a condition determined by the Cooperative to be hazardous or dangerous.
- (2) 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.
- (3) 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.

b. 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:

- (1) A customer found tampering can avoid discontinuance of service or have the service reconnected by paying a reasonable charge for an inspection (to insure proper operating conditions), a reasonable reconnect fee, and charges to compensate for any damage to the Cooperative's facilities.
- (2) A customer's bill may be adjusted to reflect normal usage should any tampering reflect other than normal meter reading.
- (3) Nothing herein shall prevent the Cooperative from pursuing appropriate legal actions for violations of and/or non-compliances with these rules and regulations.
- (4) For failure of the customer to fulfill his contractual obligations for service and/or facilities.
- (5) For failure of the customer to permit the Cooperative reasonable access to its equipment.
- (6) For non-payment of bill for service rendered provided that the Cooperative has made reasonable efforts to effect collection.
- (7) For failure of the customer to provide the Cooperative with a deposit as specified.
- (8) 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.
- (9) For failure of the customer to comply with reasonable restrictions on the Cooperative's service, provided that notice has been given to the customer.
- (10) 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 or any member of his household 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.
- (11) The Cooperative may terminate a customer's service should the customer be in arrears on an account for service at another premise.
- (12) 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.

c. Discontinuation

Electric service may be terminated during normal working hours. Subject to termination of service; members will be required to pay at the

office or by credit card over the phone. Employees of Newberry Electric Cooperative are not allowed to collect payments.

d. Notice and Manner of Discontinuation

Prior to the termination of electric service, the following procedures shall be employed by the electric cooperative:

- (1) Address, telephone number and working hours of the person(s) to be contacted by the customer for the arrangement of a personal interview with an employee of the Newberry Electric Cooperative, Inc. with the authority to accept full payment or make other payment arrangements. The total amount owed by the customer for electrical service rendered and the date by which the customer must either pay in full the amount outstanding or make satisfactory arrangements for payment by installments of such account.
- (2) The Cooperative shall provide for the arrangement of a deferred payment plan to enable a residential customer to make payment by installments where such customer is unable to pay the amount due for electrical service. (This service shall be based on Board Policy 33 for arrangements)
- (3) If a residential customer informs the Cooperative that he is unable to make payment in full on his account or to make arrangements for the satisfaction of the balance of his account through a deferred payment plan, the Cooperative shall advise the customer that he may wish to call the local Social Service Agency to determine what public or private assistance may be available to him.
- (4) The Cooperative shall provide a copy of the termination notice to any third party identified by the customer upon establishment of the service account or at any time thereafter.

## **16. Restoration of Service**

The Cooperative shall restore discontinued service when the cause of the discontinuation has been settled or satisfactory credit arrangements have been made. The Cooperative shall make an effort to restore service on the same day on which the meter reset is requested; however, no service will be restored or meters reset after 5:00 p.m. If the Cooperative is unable to restore service or reset



meters on the day requested and/or before 5:00 p.m., then the restoration/reset shall be made no later than the first working day after the request for restoration/reset from the member.

## **17. Arrangements**

### **I. PURPOSE**

To establish the procedure governing the payment arrangement between the members and Newberry Electric Cooperative, Inc.

### **II. POLICY**

It shall be the policy of Newberry Electric Cooperative, Inc. to follow the provisions.

### **III. PROVISIONS**

- A. Members may be granted one arrangement per quarter.
- B. If a member is disconnected for nonpayment within a twelve-month period, no arrangement will be allowed for twelve months from that disconnect date.
- C. If a member breaks an arrangement, no arrangement will be allowed for twelve months from the broken arrangement date.
- D. If a member has a returned check or returned draft, no arrangement will be allowed for twelve months from the returned check or draft date.
- E. If a member has been active less than twelve months, no arrangement will be granted.
- F. An arrangement cannot be granted past the billing date of the new bill unless the member pays at least one half of their present month's bill.
- G. The member must pay the following amounts to be granted an arrangement on their present bill:

<u>Bill Amount</u>	<u>Payment Amount</u>
\$0-\$200.00	\$25.00
\$201.00-\$400.00	\$50.00
\$401.00 and up	\$75.00

#### IV. RESPONSIBILITY

The President and CEO shall have responsibility for the implementation and enforcement of this policy.

**Effective Date: June 30, 2014**

### B. CONSTRUCTION POLICY

#### 1. Service Connection

When a customer requests the Cooperative to furnish service, the Cooperative will designate the location of its service connection and metering equipment. The customer's wiring must be brought outside the building wall nearest the Cooperative's service wires so as to be readily accessible. When service is from an overhead system, the customer's wiring must extend at least 18 inches beyond the building. When service is from an underground system, the Cooperative will extend its service wires to the line side of the meter socket. Where a customer installs service entrance facilities specified by the Cooperative and/or installs and uses certain utilization equipment specified by the Cooperative, the Cooperative may provide or offer to own certain facilities beyond the point at which the Cooperative's service wires attach to the building.

The Cooperative shall have the right to place its poles, wires, conduit, transformers, and other appurtenances on the customer's property. The customer shall provide suitable space for the installation of the necessary metering equipment at a point designated by the Cooperative and that will protect the equipment from unnecessary damage. The Cooperative will designate the point of attachment to the electric load or premise. The selection of the point of attachment shall be made so as to minimize the Cooperative's cost to provide the

service while maintaining sound engineering practices for providing electric service.

Before overhead or underground service is extended, the Cooperative may require verification of a customer's property lines. Any subsequent rebuilding or relocation of the Cooperative's facilities required due to change in grade or changes in the property lines **shall be done at the customer or property-owner's expense.**

When a customer desires for energy to be delivered at a point or in a manner other than that designated by the Cooperative's service rules and regulations and/or standard specifications, upon approval of the non-standard construction request the customer may be required to pay any additional costs. The Cooperative shall install, own, and maintain the service line from the property line to the point of attachment with the customer's facilities.

NEC acknowledges and accepts responsibility for compliance with Palmetto Utility Protection Service) PUPS requirements for underground locates of utility lines buried underground. However, customers requesting construction of service lines must agree to bear full responsibility and indemnify NEC for damages to items located underground such as septic tank drain fields, water lines, low-voltage lighting, etc. which were not located by PUPS and/or were not flagged or marked by the customer resulting in damage by NEC personnel, equipment, trucks, augers, trenchers, shovels and other equipment used in line construction.

## **2. Available Service Voltage**

The Cooperative offers the following standard delivery voltages to its customers.

- 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

## **3. Line Extension Policy**

a. General

All distribution line extensions and service drops constructed by the Cooperative will be in accordance with the latest revision of the National Electrical Safety Code as published by the Institute of Electric and Electronics Engineers, Inc.

The Cooperative prefers most cases to construct its distribution lines along public rights-of-way. In those cases where it is not feasible or practical to construct lines on public rights-of-way, and it is necessary to obtain rights-of-way and/or tree trimming easements on private property, the applicant or applicants must provide a satisfactory easement without cost to the Cooperative or assist the Cooperative in obtaining the necessary easements before construction will begin. The Cooperative is under no obligation to construct lines if the necessary rights-of-way and/or tree trimming easements cannot be obtained.

b. Single Phase Extensions to (Primary Residence) Non-Seasonal Facilities

Single phase electric service will be constructed on private property up to 900 feet free of charge to permanent commercial facilities and Primary residential dwellings that require electric service on a non-seasonal basis, provided it is feasible to do so. The 900-feet “free construction” will be computed by measuring the actual length of the primary line to be located on the private property pursuant to providing the single phase service. Service extensions requiring more than 900 feet of construction on private property will be installed upon receipt in advance of a contribution-in-aid of construction. This contribution-in-aid of construction will be equal to \$6.00 per foot for each foot of the extension in excess of 900 feet and is not refundable.

Single phase line extensions will be constructed overhead or underground as determined by the Cooperative based on cost and engineering feasibility. Consumers requesting an underground extension in cases where the Cooperative deems overhead to be more cost-efficient (and vice-versa) will be charged \$10.00 per foot.

c. Three Phase Overhead Extensions

Three phase electric service will be extended to permanent commercial facilities and residential dwellings without contribution-in-aid of construction if the estimated revenue for the first 3 years of service exceeds the cost to construct the necessary facilities. If not, the contribution-in-aid of construction will be the differential of the estimated cost of construction and the estimated gross revenue for the first 3 years of service to be paid before construction of lines begin. If deemed necessary

by NEC a contract will be made with the customer for a period of time to recoup costs for needed facilities. If at any time prior to the expiration of the contract electric service is terminated the full cost of facilities will become due.

d. Extension to Large Power Consumers

The extension of service to large power consumers will be negotiated in a separate contract. In general terms, a consumer is considered a large power consumer when their contract demand for electricity exceeds 750 kW. The formal definition of applicability for consumers who qualify under the definition of large power consumers can be found in Central Electric Cooperative Inc.'s Schedule EDR and any riders for which the consumer qualifies.

e. Construction Service

Temporary service for construction of buildings or other establishments which receive permanent electric service from the Cooperative upon completion will be extended service under the same conditions as a permanent establishment as specified above.

f. Seasonal Establishments/ (Non Primary Residence)

Service shall be extended to permanent residential or commercial establishments used on a seasonal basis only under the same conditions as other permanent establishments, but the extension of such service shall obligate the consumer to continuously maintain electric service until the premises may be (1) permanently abandoned, (2) destroyed by fire or other casualty or (3) occupied by a successor applicant for service. Furthermore, the amount of "free construction" will be limited to 300 feet of primary line for such seasonal establishments. Anything over the 300 feet will be charged at \$6.00 per foot overhead and \$10.00 per foot for underground.

g. Non-Residential Seasonal

Service shall be extended to permanent non-residential establishments, used on a seasonal basis, (such as hunting and fishing clubs) upon receipt in advance of a contribution-in-aid of construction equal to the estimated cost of construction minus the initial 300 feet of primary. Charges for construction will be \$6.00 per foot for overhead and \$10.00 per foot for primary underground. The 300 foot "free construction" will be based on primary overhead installation only.

h. Primary Service to an Underground Residential Development

At the request of an owner/developer, the Cooperative will install underground distribution facilities to single residences and apartment houses in new developments when the one-time, non-refundable contribution-in-aid of construction is paid in cash or by credit arrangements satisfactory to the Cooperative. The contribution-in-aid of construction shall be \$1,000 per lot for total electric lots, and \$1,500 per lot for all non-total electric lots. This non-refundable contribution is for the extension of the primary electric distribution facilities to the lot line of each lot in a subdivision and does not include the service drop extension to each house or building that may be constructed. The non-refundable contribution that will be required for underground service drop extensions will be computed in accordance with Section (j) below.

In addition, the owner/developer will reimburse the Cooperative for any extraordinary costs such as rocky soil conditions, well-pointing, cutting and repairing streets, walks, parking lots and driveways, or repairing lawns, grass, shrubs and flowers.

The owner or developer will furnish, without cost to the Cooperative, necessary easements and rights-of-way. The owner or developer will be required to have the rights-of-way cleared and all streets, alleys, side-walks and driveway entrances at final grade, and will have lot lines established, before construction of the electrical distribution system begins.

In addition to the foregoing charges, the owner or developer will reimburse the Cooperative for the cost of installing and removing any temporary overhead facilities requested and for the cost of cutting through and replacing pavement within the development.

For mobile home parks to qualify for this underground primary service, they must have installed water and sewer facilities, and must provide space for not less than 25 mobile homes. If the mobile home park does not qualify for underground primary service per this section, the rules contained in Section B.3.k on Page 21 shall apply.

i. Underground Secondary Service in Areas with Underground Primary Service

At the request of an owner/developer, the Cooperative will furnish and install underground secondary services (service drops) in areas already being served with existing underground primary service when a one-time non-refundable contribution-in-aid of construction is paid in cash or by credit arrangements satisfactory to the Cooperative. The contribution-in-aid of construction shall be \$2.50 per foot for all trench footage in excess of 100 feet. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the

owner or developer, and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damage. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.

j. Underground Service when Overhead Service is Available

At the request of the owner, the Cooperative will furnish and install underground secondary service to residential dwellings in areas where overhead service is available when a one-time non-refundable contribution-in-aid of construction is paid in cash or by credit arrangements satisfactory to the Cooperative. The contribution-in-aid of construction shall be \$175.00 for the first 100 feet then \$2.50 per foot for any additional footage.

k. Underground Service to Commercial/Industrial Installations

The Cooperative will install underground service to a commercial or industrial facility upon receipt of a one-time non-refundable contribution-in-aid of construction paid in cash or by credit arrangements which are satisfactory to the Cooperative. The contribution-in-aid of construction must be equal to the difference of the estimated cost of underground service and the cost of conventional overhead service. (Cost if any will be determined by NEC Personnel)

l. Relocation of Cooperative Facilities at Landowner's Request

The Cooperative will relocate distribution lines, substations, and other electric facilities located on a landowner's premises only in instances where it is in the best interests of the Cooperative and its membership to do so. In the event that a landowner requests that a line, substation, or other electric facilities be relocated or removed, the Cooperative will evaluate the feasibility of the proposed relocation of facilities and its effects on the strategic well being of the Cooperative and its membership. Requests for relocation or removal of facilities that are evaluated as being against the best interest of the Cooperative will be denied, and the Cooperative's facilities will be maintained in the existing right of way.

In instances where a landowner requests that the Cooperative relocate its facilities, which are located on the customer's premises, and the Cooperative approves the request for relocation of facilities, **the landowner shall reimburse the Cooperative for the entire cost incurred in removal and reconstruction of the subject facilities.**

If the relocation is requested so as to construct a home, commercial facility, or an apparatus which utilizes electric energy, the landowner may, at the option of the Cooperative, pay the cost of relocation. If the relocation requested by the landowner benefits the Cooperative, the cost of the

relocation may be shared between the landowner and the Cooperative. Instances that may benefit the Cooperative include relocating a line inaccessible to maintenance vehicles to a more accessible location, relocating to an area with significantly less right-of-way to trim, etc. The Cooperative retains sole discretion in determining whether or not the proposed relocation of facilities benefits the Cooperative.

During an addition or remodeling of an existing building, the meter shall be moved to a suitable location designated by the Cooperative. The location must be outside of the building, and easily accessible by Cooperative personnel, and the cost of moving the meter shall be borne by the landowner. The landowner will reimburse the Cooperative for the entire cost associated with the relocation of the service. This provision also applies when a landowner desires to convert an overhead service to underground service.

m. Residential Overhead to Underground

To remove an overhead service to be replaced with URD Secondary at the members request a fee of \$1,200 plus a fee of \$2.50 per trench foot will be charged to the member to be paid in advance.

#### **4. Outdoor Lighting**

a. Service Contract

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 consumer. A sample of this contract can be found in Appendix A. The term of this contract is two years and requires the consumer to pay for the outdoor lighting service for a minimum of two years.

b. Lighting Facilities

Lamps will burn approximately one-half hour after sunset until approximately one-half hour before sunrise. The Cooperative will replace burned-out lamps and otherwise maintain the luminaries during regular daytime working hours as soon as practical following notification by the consumer.

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



c. Additional Poles

The standard outdoor lighting service to a consumer includes a bracket-mounted luminaire on a 30-foot wood pole served via an overhead conductor. The location of the luminaire or luminaires will be designated by the consumer, 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 serve the luminaires exceeds the number of luminaires installed, a monthly charge of \$3.00 per pole will be made for each pole in excess of that number. Alternately, the consumer can elect to pay a one-time fee of \$435 for each pole in excess of that number instead of the monthly charge.

The fee (one-time or monthly) shall be applicable to all poles installed after August 2012. Poles installed previous to this date will be billed based upon the rate that was previously in effect (75¢ per month).

d. Underground Service to Outdoor Lights

Underground secondary to outdoor lighting can be installed upon payment of contribution-in-aid of construction of \$3.50 per foot for all trench footage over 100 feet associated with the outdoor lighting installation. If the outdoor lights are in a subdivision with primary underground service, underground construction to the outdoor light will be provided at no extra charge.

e. Removal of Outdoor Lighting Facilities

If requested by the consumer, the Cooperative will remove the outdoor lighting facilities at no cost to the consumer provided that 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 consumer shall be responsible for paying the remaining monthly charges for the outdoor service until the two year term of the Light Lease Agreement expires.

## **C. METERING AND BILLING**

### **1. 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.

## **2. Service Connections**

The Cooperative will furnish and install only one service drop to a metered point. The consumer must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electric Code and the Cooperative's requirements.

Assembly Guides for Residential Services are provided in Appendix C.

The point of attachment furnished by the consumer must be located at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the consumer's building, or central distribution point.

All service facilities and equipment constructed and installed or furnished by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

## **3. Temporary Construction Service**

Temporary construction service is available to all members or builders who are constructing homes or permanent commercial facilities for a member as well as any prospective member of the Cooperative. The customer will provide a temporary service cut-in (pole or pedestal) which will meet the requirements of the National Electric Code and the Cooperative's requirement. The consumer shall pay for the energy and facilities as defined in Rate Code 1 - Residential Service. Reference should be made to Section B.3.e and Section B.3.f (Page 19) concerning the cost associated with extending electric service to temporary meters.

## **4. Meter Location**

The location of all metering equipment must be approved by the Cooperative. Once installed, the metering equipment shall be kept free and clear so that it is easily accessible by the Cooperative's authorized personnel. In all cases, the metering equipment must be outdoors and easily accessible by the Cooperative's personnel.

## **5. Meter Reading**

All meters shall be read by Cooperative personnel on an approximately thirty-day (30) interval. Bills for electric service will be rendered in approximately five (5) days after the meter is read. If the Cooperative is unable to read a consumer's meter due to unusual circumstances, the monthly bill may be estimated based on prior usage and adjustment made on future bills.

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

If a meter fails to register correctly, the consumer will be billed on an estimated consumption, which will be based on the previous use of the consumer. Consideration will be given to consumption of months immediately preceding, consumption in similar periods of other years, comparative uses and sizes of connected loads, and other relevant facts.

Where more than one meter is installed at one location, sufficient space shall be allowed between and in front of meters to facilitate repairs and tests. Each customer shall tag or mark each "house" loop to indicate circuit metered.

## **6. Meter Testing Program**

All meters will be tested by the Cooperative in accordance with its standard meter testing plan. If a customer desires testing of a meter in addition to the standard meter testing plan, the customer shall pay a meter testing fee of \$30 per test if it is determined that the meter is within a two percent accuracy level. Polyphase meters will be charged a fee of \$125 for testing.

## **7. Payment and Billing**

Bills will be rendered by the Cooperative to the customer monthly in accordance with the Schedule of Electric Rates that is applicable to the customer's service. All bills are payable at the Cooperative offices within the time limit specified in the Schedule of Electric Rates. Failure to receive a bill will not entitle a customer to the remission of any charge for non-payment within the time specified.

The Cooperative, at its option for good cause, may refuse to accept a check tendered as payment on a customer's account.

## **8. Adjustments to Bills**

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.
- (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.

## **9. 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 \$300 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.

## **APPENDIX A**

### **Sample Forms**

**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.

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](http://www.nec.coop) or our Facebook page at [www.facebook.com/NewberryCoop](http://www.facebook.com/NewberryCoop).



Member No: \_\_\_\_\_



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.

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 \_\_\_\_\_

Member No: \_\_\_\_\_

Account No: \_\_\_\_\_

Service Address:

\_\_\_\_\_  
\_\_\_\_\_

Membership Fee: \_\_\_\_\_

Deposit: \_\_\_\_\_

Total Due: \_\_\_\_\_

This Application for Membership  
accepted by cooperative representative

\_\_\_\_\_ on \_\_\_\_\_

Member Number: \_\_\_\_\_

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 \$\_\_\_\_\_ 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

**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 \_\_\_\_\_ 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.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

---

---

**FOR OFFICIAL USE ONLY**

Member Number: \_\_\_\_\_

Service Location Number (if known): \_\_\_\_\_



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

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

5/04

### 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

**APPENDIX B**

**Schedule of Electric Rates**



**SCHEDULE "R"**  
**RATE CODE 01**  
**RESIDENTIAL SERVICE**

### Availability

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

### *Applicability*

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

## Type of Service

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

Single-phase, 120/240 volts; or  
Other available voltages, at the Cooperative's option.

Motors in excess of 10 H.P., 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 @ \$20.00 per month

Energy Charge:

Summer (June – September)

First 200 kWh	@ 14.0¢ per kWh
Next 800 kWh	@ 11.1¢ per kWh
Over 1,000 kWh	@ 11.5¢ per kWh

Winter (October – May)

First	200 kWh	@ 14.0¢ per kWh
Next	800 kWh	@ 11.1¢ per kWh
Over	1,000 kWh	@ 10.1¢ per kWh

### ***Minimum Monthly Bill***

The minimum bill per month is equal to the basic facilities charges.

### *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 above rates will be increased or decreased, 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) days written notice.

***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.

**Effective with all bills rendered on or after January 1, 2020.**



**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE "GS"  
RATE CODE 02  
GENERAL SERVICE**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

***Applicability***

Applicable to non-residential, non-commercial services such as single-phase pumps for residential use, small shops, barns, and other small single-phase services subject to South Carolina sales tax. Churches, schools, poultry houses under 50 kVa, other farm-type loads, and government or institutional buildings will also be served on this schedule.

***Type of Service***

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

Single-phase, 120/240 volts; or multi-phase and  
Other available voltages at the Cooperative's option.

Motors in excess of 10 H.P., 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 @ \$20.00 per month

Energy Charge:

Summer (June – September)

First 200 kWh	@ 14.0¢ per kWh
Next 800 kWh	@ 11.1¢ per kWh
Over 1,000 kWh	@ 11.5¢ per kWh

Winter (October – May)

First 200 kWh	@ 14.0¢ per kWh
Next 800 kWh	@ 11.1¢ per kWh
Over 1,000 kWh	@ 10.1¢ per kWh

***Minimum Monthly Bill***

The minimum bill per month shall be the greater of a) the basic facilities charges or b) \$1.25 per kVA of required transformer capacity.

***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 above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly 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) days written notice.

***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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**  
**SCHEDULE “SC”**  
**RATE CODE 03**  
**SMALL COMMERCIAL AND AGRICULTURAL**

**Availability**

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative’s Service Rules and Regulations.

**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. This will include farms, poultry houses, and any commercial owned facility.

**Type of Service**

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

Single-phase, 120/240 volts; or multi-phase, and

Other available voltages 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 @ \$30.00 per month

**Energy Charge:**Summer (June-September)

First 200 kWh @ 13.9¢ per kWh

Next 800 kWh @ 11.1¢ per kWh

Over 1,000 kWh @ 11.5¢ per kWh

Winter (October-May)

First 200 kWh @ 13.9¢ per kWh

Next 800 kWh @ 11.1¢ per kWh

Over 1,000 kWh @ 10.1¢ per kWh

**Facilities Charge**

The facilities charge per month shall be the sum of a) the basic facilities charge and b) \$1.25 per kVA of required transformer capacity.

**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 above rates will be increased or decreased, subject to the provisions of the Cooperative’s Monthly Power Cost Adjustment formula, Schedule PCA.

**Contract Term**

The minimum term of the original contract will be one (1) year, and thereafter, until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE "SC"**

**RATE CODE 04**

**SMALL COMMERCIAL**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

***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 50kVA or less transformer capacity.

***Type of Service***

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

Single-phase, 120/240 volts; or multi-phase, and

Other available voltages 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 inquiry 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	@	\$20.00 per month
Energy Charge:		
First 1,500 kWh	@	8.31¢ per kWh
Over 1,500 kWh	@	8.17¢ per kWh

***Minimum Monthly Bill***

The minimum bill per month shall be the greater of a) the basic facilities charge or b) \$1.25 per kVA of required transformer capacity.

***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 above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter, until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**



**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE “LP-1”**

**RATE CODE 05**

**LARGE POWER SERVICE**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative’s Service Rules and Regulations.

***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 50 kVA transformer capacity.

***Type of Service***

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

Single-Phase, 120/240 volts; or  
Three-Phase, 120/208 Y volts; or  
Three-Phase, 3 wire, 240, 480 or  
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 inquiry 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 per month
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Demand Charge:

All kW	@	\$9.35 per kW of billing demand
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Energy Charge:	@	5.49¢ per kWh
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***Minimum Bill***

The minimum monthly bill shall be the greatest of the following charges:

- (1) The Basic facilities charge plus the demand charge, or
- (2) \$1.25 per kVA of required transformer capacity, or
- (3) The charge as specified in a contract for service

***Definition of "Month"***

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

***Billing Demand***

The demand for billing purposes each month will be the maximum integrated thirty-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 percent, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE “W”**

**RATE CODE 06**

**WHOLESALE SERVICE – DISTRIBUTION METERING POINT**

***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.

***Type 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 per month
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Demand Charge:

All kW	@	\$9.32 per kW of billing demand
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Energy Charge:

All kWh @ 5.63¢ per kWh

***Minimum Bill***

The minimum monthly bill shall be the greatest of the following charges:

- (1) The basic facilities charge plus the demand charge, or
- (1) \$1.25 per kVA of connected transformer capacity, or
- (3) The charge specified in the contract for service

***Definition of "Month"***

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

***Billing Demand***

The demand for billing purposes each month will be the maximum integrated thirty-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 percent, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE “LP-HLF”**

**RATE CODE 07**

**LARGE POWER - HIGH LOAD FACTOR SERVICE**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative’s Service Rules and Regulations.

***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.

***Type of Service***

Single-Phase, 120/240 volts; or  
Three-Phase, 120/208 Y volts; or  
Three-Phase, 3 wire, 240, 400; or  
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 inquiry 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 per month

Demand Charge:

All kW @ \$9.32 per kW of billing demand

Energy Charge:

Energy Charge: @ 5.63¢ per kWh

***Minimum Bill***

The minimum monthly bill shall be the greatest of the following charges:

- (1) The basic facilities charge plus the demand charge, or
- (2) \$1.25 per kVA of required transformer capacity, or
- (3) The charge specified in the contract for service

***Definition of "Month"***

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

***Billing Demand***

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



***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%.

***Power Factor Correction***

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

***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE “LP-2”**

**RATE CODE 08**

**LARGE POWER**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative’s Service Rules and Regulations.

***Applicability***

Applicable to commercial, industrial, 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.

***Type of Service***

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

Single Phase, 120/240 volts; or  
Three Phase, 120/208 Y volts; or  
Three Phase, 3 wire, 240, 480; or  
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 inquiry 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 per month
Demand Charge:		
All kW	@	\$9.35 per kW of billing demand
Energy Charge:	@	5.49¢ per kWh

***Minimum Bill***

The minimum monthly bill shall be the greatest of the following charges:

- (1) The basic facilities charge plus the demand charge, or
- (2) \$1.25 per kVA of required transformer capacity, or
- (3) The charge as specified in a contract for service

***Definition of "Month"***

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

***Billing Demand***

The demand for billing purposes each month will be the maximum integrated thirty-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 percent, the Cooperative may correct the integrated demand in kilowatts for the month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

# NEWBERRY ELECTRIC COOPERATIVE, INC.

## SCHEDULE "OL" RATE CODE 09 OUTDOOR LIGHTING SERVICE

### Availability

Available in all territory served by the Cooperative near lines of adequate capacity, 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 luminaires, 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 residential, commercial, and sub-division street lighting, unless noted otherwise.

### Rate (Monthly)

Description			Existing Pole		New Pole		Underground	
Standard Lights	Lamp Rating	Type of Luminaire	Code	Rate	Code	Rate	Code	Rate
	50 W	LED	XX	\$10.75	XX	\$13.75	XX	\$19.75
	65 W	LED	XX	\$10.75	XX	\$13.75	XX	\$19.75
	73 W	LED	XX	\$10.75	XX	\$13.75	XX	\$19.75
	100 W	High Pressure Sodium Open	XX	\$10.75	XX	\$13.75	XX	\$19.75
	129 W	LED	XX	\$24.50	XX	\$27.50	XX	\$32.50
	150 W	Pressurized Metal Halide Open	XX	\$10.75	XX	\$13.75	XX	\$19.75
	175 W	Mercury Vapor Open	XX	\$10.75	XX	\$13.75	XX	\$19.75
	250 W	High Pressure Sodium Flood	XX	\$19.25	XX	\$22.25	XX	\$27.25
	250 W	Pressurized Metal Halide Flood	XX	\$19.25	XX	\$22.25	XX	\$27.25
	258 W	LED	XX	\$41.50	XX	\$44.50	XX	\$49.50
	270 W	LED @ 250W setting	XX	\$19.25	XX	\$22.25	XX	\$27.25
	270 W	LED @ 400W setting	XX	\$24.50	XX	\$27.50	XX	\$32.50
	270 W	LED @ 1000W setting	XX	\$41.50	XX	\$44.50	XX	\$49.50
	400 W	High Pressure Sodium Flood	XX	\$24.50	XX	\$27.50	XX	\$32.50
	400 W	Pressurized Metal Halide Flood	XX	\$24.50	XX	\$27.50	XX	\$32.50
	1000 W	High Pressure Sodium Flood	XX	\$41.50	XX	\$44.50	XX	\$49.50
	1000 W	Metal Halide Flood	XX	\$41.50	XX	\$44.50	XX	\$49.50

Description			Underground	
	Lamp Rating	Type of Luminaire	Code	Rate
Decorative Lights	175 W	Pressurized Metal Halide Shoebox	XX	\$35.50
	175 W	Metal Halide Lantern	XX	\$25.75
	175 W	Metal Halide Shoebox	XX	\$34.50
	250 W	High Pressure Sodium Cobra	XX	\$24.25
	250 W	High Pressure Sodium Shoebox	XX	\$36.50
	400 W	Pressurized Metal Halide Shoebox	XX	\$39.25

### *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 may 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.
5. Location of luminaire or luminaires with Underground service will be as designated by the Consumer, but the location must be within the distance which can be reached by a secondary extension from the Cooperative's nearest distribution facilities, and with bracket-mounted luminaires. Underground service will include an allowance of 100 feet of secondary conductor; additional extension will be provided at a cost of **\$3.50** per foot.
6. If the number of poles required to serve the luminaire or luminaires from the Cooperative's nearest distribution facilities exceeds the number of luminaires installed, a monthly charge of **\$3.00** per pole will be made for each excess number of poles. Alternatively, the consumer may elect to pay a one-time charge of **\$435** per pole for the excess number of poles instead of the monthly charge.
7. Where a new pole must be installed to provide lighting service at the location desired by Consumer, as an alternative to the payment of the "New Pole" rate per luminaire, the Consumer may elect to pay a one-time charge of **\$435** and then pay the "Existing Pole" monthly rate. Poles installed before the effective date of this schedule will be subject to a monthly charge of **\$1.50** per pole per month.
8. All luminaires, regardless of their installation date, shall be subject to the current rate as prescribed herein.

9. Bracket-mounted luminaires will be installed only on Cooperative-owned poles or structures.
10. Service using overhead conductors is not available in any area designated by the Cooperative as an underground distribution area, nor in any area, location, or premises being served from an underground source.
11. Lamps will burn from approximately one-half hour after sunset until approximately one-half hour before sunrise. The Cooperative will replace lamps and otherwise maintain the luminaires during regular daytime working hours as soon as practicable following notification by the consumer of the necessity.
12. All facilities necessary for service under this schedule including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances will be owned and maintained by the Cooperative. Equipment (such as disconnecting switches) other than that supplied by the Cooperative as standard is not available under this schedule.
13. This schedule is not available for seasonal or other part-time operating of outdoor luminaires.

***Definition of "Month"***

The term "month" as used in this schedule means the period intervening between billing cycles for the purpose of month billings.

***Contract Term***

The minimum term of the original contract will be one (1) year and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after October 1, 2012.**



**NEWBERRY ELECTRIC COOPERATIVE, INC.**  
**SCHEDULE “LPX”**  
**RATE CODE 10**  
**LARGE POWER PASS-THROUGH SERVICE**

***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 P1 and/or IL Schedules, and applicable riders and/or alternate rate schedules.

***Type of Service***

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

Single-Phase, 120/240 volts; or  
Three-Phase, 120/208 Y volts; or  
Three-Phase, 3 wire, 240, 480, or 2300 volts; or  
Three- Phase, 2400/4160 Y, 7200/12470 480 Y volts; or  
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. Prospective consumers should ascertain the available voltage by inquiry 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.

***Definition of "Month"***

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

***Minimum Bill***

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

- (1) The total charges contained under the Rate section above, or
- (2) The charge as specified in a contract for service

***Contract Term***

The minimum term of the original contract will be one (1) year and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE "LP-CP"**

**RATE CODE 11**

**LARGE POWER – COINCIDENTAL PEAK SERVICE**

***Availability***

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

***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.

***Type of Service***

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

Single-Phase, 120/240 volts; or  
Three-Phase, 120/208 Y volts; or  
Three-Phase, 3 wire, 240, 480; or  
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. Prospective consumers should ascertain the available voltage by inquiry 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 per month
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Demand Charges:

Peak Demand Charge	@	\$3.50 per NCP kW
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Coincident Demand Charge	@	\$18.60 per CP kW
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Energy Charge:

All kWh	@	6.5¢ per kWh
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***Minimum Bill***

The minimum monthly bill will shall be the greatest of the following charges:

- (1) The Basic facilities charge plus the demand charge, or
- (2) \$1.25 per kVA of connected transformer capacity, or
- (3) The charge as specified in a contract for service

***Definition of "Month"***

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

***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 percent, the Cooperative may correct the NCP integrated demand in kilowatts for the month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment formula, Schedule PCA.

***Contract Term***

The minimum term of the original contract will be one (1) year, and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**SCHEDULE "I"**

**RATE CODE 12**

**AGRICULTURAL IRRIGATION SERVICE**

***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 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.

***Type of Service***

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

Single-Phase, 120/240 volts; or  
Three-Phase, 120/208 Y volts; or  
Three-Phase, 3 wire, 240, 480, or 2300 volts; or  
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 inquiry 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	@	\$30.00 per month
Horsepower Charge	@	\$1.50 per HP per month
Energy Charge: All kWh	@	6.5¢ per kWh

***Definition of "Month"***

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

***Minimum Bill***

The minimum monthly bill will be the greater of the following charges:

- (1) The Horse Power Charge plus the Basic Facilities Charge, or
- (2) 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 be 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:

- 1) The Cooperative may interrupt service to the consumer's entire load at any time for periods up to eight consecutive hours.
- 2) 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.

- 3) 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.
- 4) 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 .
- 5) Applicants must apply for service no later than April 30 of the current calendar year.

#### ***Power Cost Adjustment***

The above rates will be increased or decreased, subject to the provisions of the Cooperative's Monthly Power Cost Adjustment, formula, Schedule PCA.

#### ***Contract Term***

The minimum term of the original contract will be one (1) year and thereafter until terminated by either party on thirty (30) days written notice. The Cooperative may require a contract for a longer original term of years when the requirement is 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.

**Effective with all bills rendered on or after August 1, 2019.**

# NEWBERRY ELECTRIC COOPERATIVE, INC.

## SCHEDULE "PCA"

### POWER COST ADJUSTMENT

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:

$$PCA = \left[ \frac{P}{kWh_p} - 0.07 \right] \div 0.01$$

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<sub>p</sub> = 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.

**Effective with all bills rendered on or after August 1, 2019.**

**NEWBERRY ELECTRIC COOPERATIVE, INC.**

**RIDER “NM”**

**RATE CODE XX**

**Net Metering Rider**

***Availability***

This rider is available in conjunction with Newberry Electric Cooperative’s Residential Rates 1 and 2 and the Cooperative’s Small Commercial Rate 4

This rider is available on a first come, first serve basis, except that the total capacity of all retail member generating systems under this rider shall not exceed 0.2% of the Cooperative’s hourly integrated peak load, as measured at its distribution substations, for the prior calendar year. If the member’s proposed installation results in exceeding this limit, the member will be notified that service under this rider is not allowed.

To qualify for this rider, the retail member must first qualify for and be served on one of the rate schedules as described above in the Availability section. The member must also meet all other qualifications as outlined in this Rider.

***Applicability***

All provisions of the applicable residential or commercial rate schedules described above will apply to service supplied under this rider. The Cooperative’s General Terms and Conditions are incorporated by reference and are part of this rider.

The retail member must execute an Interconnection Agreement prior to receiving service under this rider. The agreement shall include a description of the conditions related to interconnection of the member generation with the Cooperative’s electrical system.

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, then, annually, any RECs associated with net excess generation shall be granted to the Cooperative when the net excess generation balance is set to zero.

### ***Type of Generating System***

Retail members who own and operate a solar photovoltaic, wind-powered, biomass-fueled, or micro-hydro generating system, located and used at the member's primary legal residence or business where a part or all of the electrical requirements of the member can be supplied from the member's generating system can receive service under this rider.

The rated capacity of the member's generating system shall not exceed the lesser of (a) the member's estimated maximum kilowatt demand or (b) 20 kilowatts for a residential system or 100 kilowatts for a nonresidential system.

The member's generating system as referenced above must be manufactured, installed and operated in accordance with governmental and industry standards, and must fully conform with the Cooperative's Interconnection Standard.

The Cooperative will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the member pays the difference in costs between non-standard service and standard service or pays to the Cooperative its normal monthly facility charge based on such difference in costs.

### ***Rate (Monthly)***

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

For electric service under a standard, non time-of-use rate schedule (Rates 1, 2 and 4):

- 1) The facilities charge shall be determined and billed as set forth in the applicable rate schedule as described in the Availability section above.
- 2) Energy charges (or credits) shall be based on the rates in the applicable rate schedules as described in the Availability section above. For purposes of calculating monthly energy in kilowatt-hours, member's usage shall be reduced by the total of (a) any excess energy delivered to the Cooperative in the current month plus (b) any accumulated excess energy balance remaining from prior months. Total energy in kilowatt-hours billed to members shall never be less than zero. For any billing month during which excess energy exceeds the member's usage in total, producing a net credit, the respective energy charges for the month shall be zero. Credits shall not offset the facilities charge for the applicable rate schedule.
- 3) Excess energy not used in the current billing month to reduce billed kilowatt-hour usage shall be accumulated and used to reduce usage in future months; however, any accumulated excess energy not used to reduce billed kilowatt-hour usage shall be reset to zero each June 1. Excess energy delivered prior to June 1 will only be used to reduce usage provided by the Cooperative prior to June 1.
- 4) There will be no compensation paid to the retail member for excess energy granted to the Cooperative.
- 5) For each nameplate kW of installed solar photovoltaic generating capacity, there is a \$5.00 per month distribution service charge. However, unless and until discontinued by the Cooperative's wholesale power supplier, this charge to consumer will be waived by the Cooperative and paid by the wholesale power supplier.
- 6) For each nameplate kW of installed, wind-powered, biomass-fueled, or micro-hydro generation, the monthly distribution service charge will be determined on a case by case basis. However, for the term of the rider, this charge to consumer will be waived by the Cooperative and paid by the wholesale power supplier.

### ***Minimum Monthly Bill***

The monthly minimum charge shall be the basic facilities charge plus the demand charge, if any, as stated in the applicable rate.

### ***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 above rates will be increased or decreased, subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment formula, schedule PCA as stated in the applicable rate.

***Contract Period***

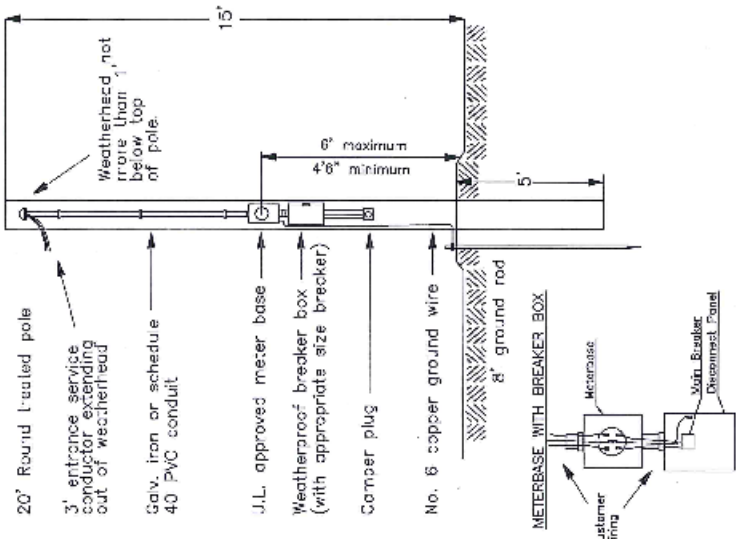
Contracts shall be written for a period of not less than one (1) year and shall be renewed for successive one (1) year periods. After the initial period, either party may terminate service under this rider by giving a sixty (60) day notice in writing.

A separate contract shall be written for each meter at each location

**Available on or after August 1, 2019.**

## **APPENDIX C**

### **Assembly Guides for Residential Services**



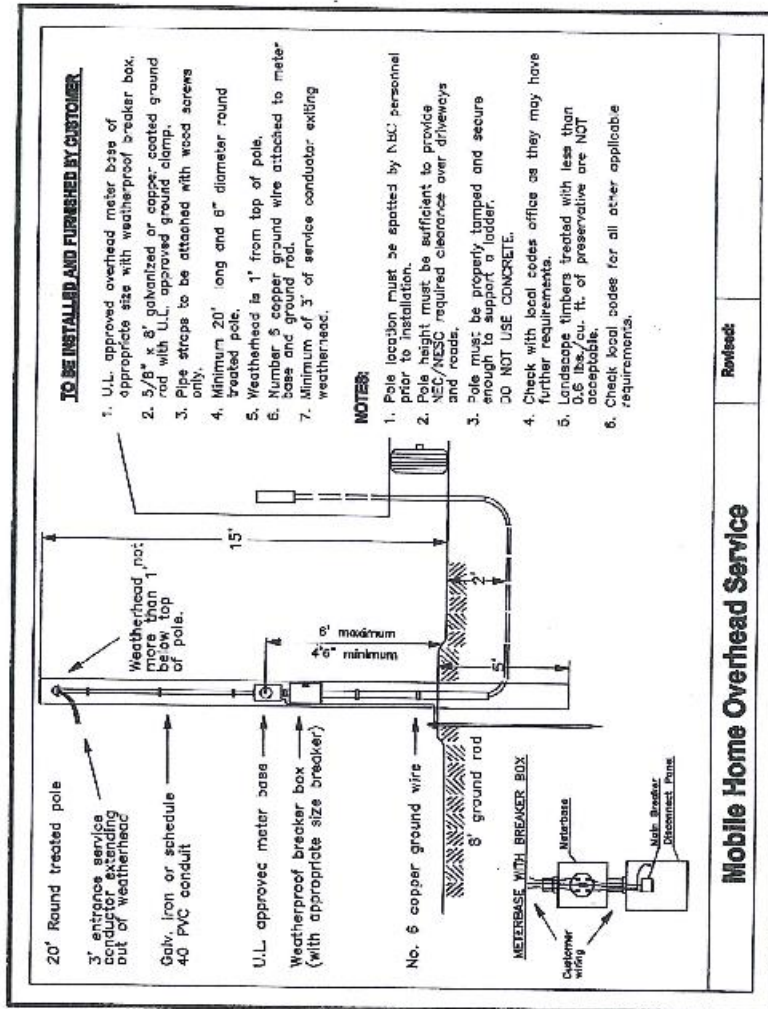
- TO BE INSTALLED AND FURNISHED BY CUSTOMER**
1. U.L. approved overhead meter base with weatherproof breaker box. Governing county will specify service size — 100 AMP or 150 AMP.
  2. 5/8" x 8' galvanized 3" copper coated ground rod with U.L. approved ground clamp only.
  3. Pipe straps to be attached with wood screws only.
  4. Minimum 20' long and 6" diameter round treated pole.
  5. Weatherhead is 1' from top of pole.
  6. Number 6 copper ground wire attached to meter base and ground rod.
  7. Minimum of 3' of service conductor exiting weatherhead.

**NOTES:**

1. Pole location must be spotted by personnel prior to installation.
2. Pole height must be sufficient to provide NEC/NFSC required clearance over driveways and roads.
3. Pole must be properly tamped and secure enough to support a ladder.  
DO NOT USE CONCRETE.
4. Check with local codes office as they may have further requirements.
5. Landscape timbers treated with less than 0.6 lbs./cu. ft. of preservative are NOT acceptable.
6. Check local codes for all other applicable requirements.

**Camper Overhead Service**

**Revised:**

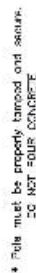


## Mobile Home Overhead Service

Revised:

1. U.L. approved underground meterbase of appropriate size.
2. Weather proof for meterbase.
3. Weatherproof enclosure for circuit breaker with cover.
4. 5/8" x 6" galvanized or copper coated ground rod with U.L. approved ground clamp.
5. Number 6 copper ground wire attached to meter base and ground rod.
6. Local side connectors for meter base.
7. (2) 5" x 5" treated timber poles with 2" x 6" back boards.
8. Customer's wire system (4 wires).
9. Address or lot number to be permanently marked on the inside and outside of the meter socket cover.

1. Water location must be spotted by **NEC** personnel prior to installation.
2. Underground service to a mobile home will be determined on the basis of the spotted meter location and proximity to existing **NEC** facilities.
3. Service entrance minimum wire size as follows:  
 100 AMP — 1/0 Aluminum or #2 Copper  
 200 AMP — 4/0 Aluminum or 2/0 Copper
4. 6" x 8" timbers treated with less than 0.6 lbs./cu. ft. of preservative are not recommended for long term contact with the ground. The owner is responsible for the maintenance of these timbers.
5. Check local codes for all other applicable requirements.



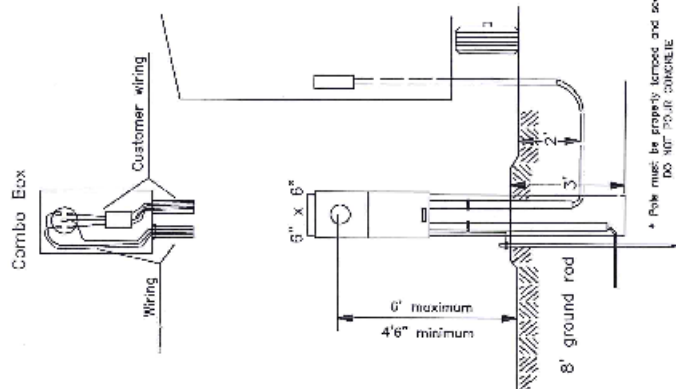
NEC  
Newberry Electric Cooperative, Inc.

### TO BE FURNISHED AND INSTALLED BY CUSTOMER

1. U.L. approved underground meterbase of appropriate size.
2. Closure plate for meterbase.
3. Weatherproof enclosure for circuit breaker with cover.
4. 5/8" x 8" galvanized or copper coated ground rod with U.L. approved ground clamp.
5. Number 6 copper ground wire attached to meter base and ground rod.
6. Line side connectors for meter base.
7. 6" x 6" treated timber pole.
8. Customer's wire system (4 wire).
9. Address or lot number to be permanently marked on the inside and outside of the meter socket cover.

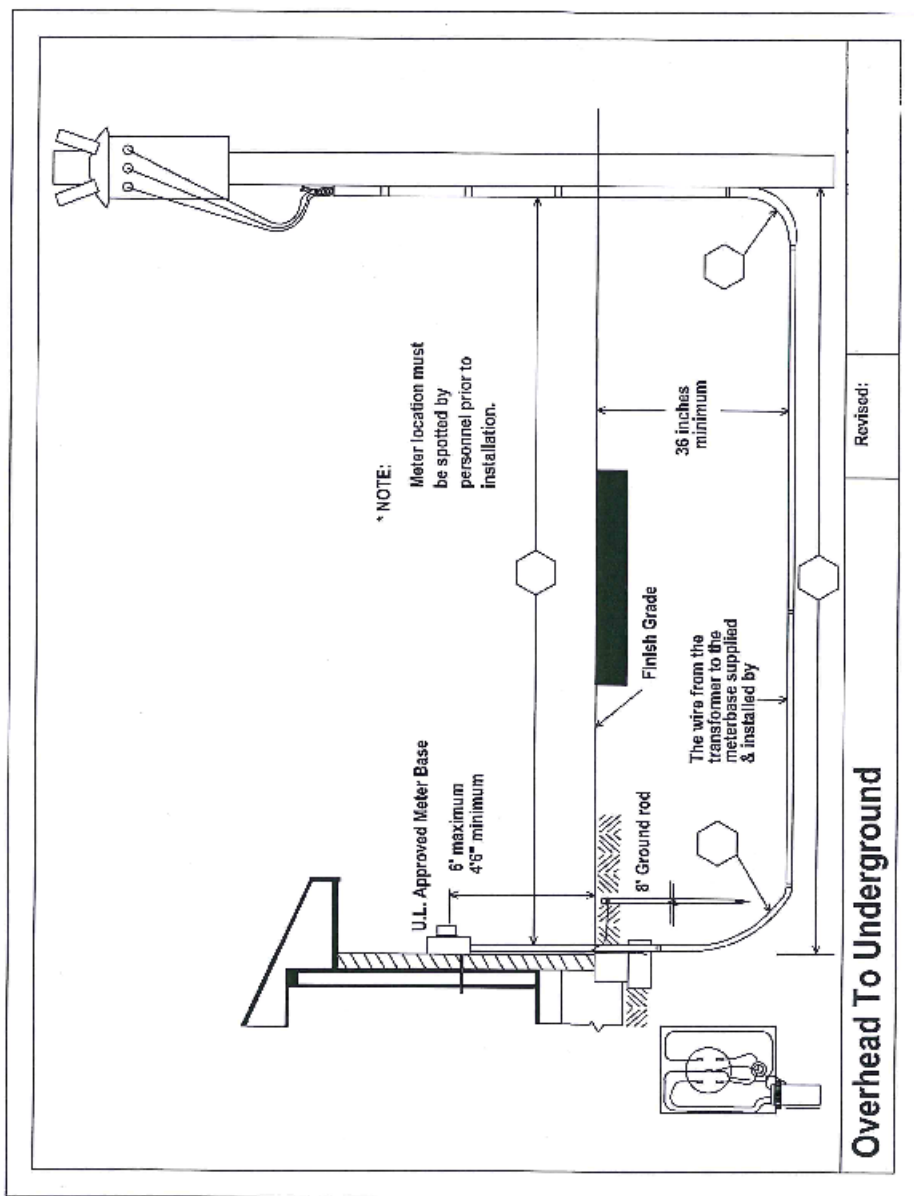
### NOTES:

1. Meter location must be spotted by personnel prior to installation.
2. Underground service to a mobile home will be determined on the basis of the spotted meter location and proximity to existing facilities.
3. Service entrance minimum wire size as follows:  
100 AMP - 1/0 Aluminum or #2 Copper  
200 AMP - 4/0 Aluminum or 2/0 Copper
4. 6" x 8" timbers treated with less than 0.6 lbs./cu. ft. of preservative are not recommended for long term contact with the ground. The owner is responsible for the maintenance of these timbers.
5. Check local codes for all other applicable requirements.



### Mobile Home Underground With Combo Box

Revised:



**NOTE:**

Meter location must be spotted by personnel prior to installation.

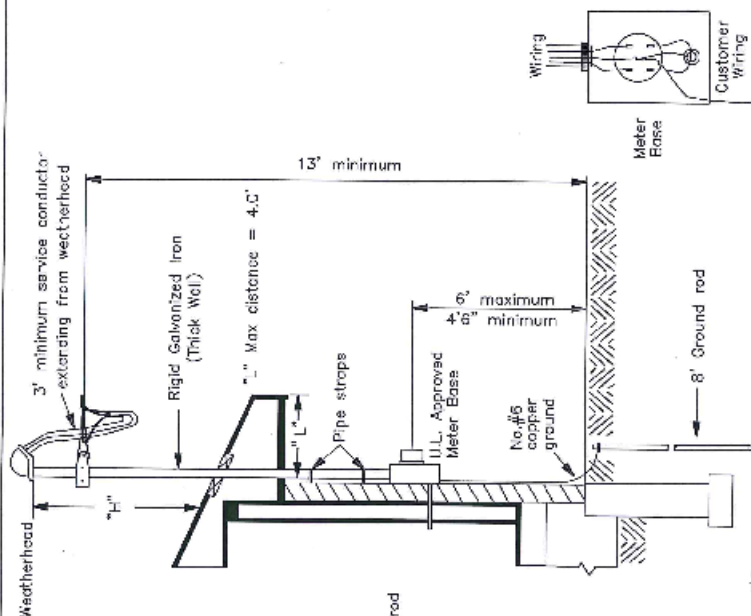
"-1"	*Pipe Diameter
1.5' to 2.0'	2.0 inches
2.5' to 4.0'	2.5 inches
5.0' to 7.0'	3.0 inches
8.0' to 10.0'	3.5 inches

\* These conduit sizes must accommodate proper size conductor.

**TO BE INSTALLED AND FURNISHED BY CUSTOMER**

1. 5/8" X 8' galvanized or copper coated ground rod with U.L. approved clamp.
2. Galvanized iron conduit from meter base to weatherhead.  
Conduit size: 2" = 200 AMP  
3" = 400 AMP
3. Customer to supply 200 AMP U.L. approved overhead meter base.
4. Weatherhead.
5. Minimum of 3' of service entrance conductors extending out of weatherhead.
6. Pipe straps to be securely fastened to house.
7. Number 6 copper ground.

\* Check local codes for all other applicable requirements



**Residential Overhead Service Over Roof Edge**

Revised:

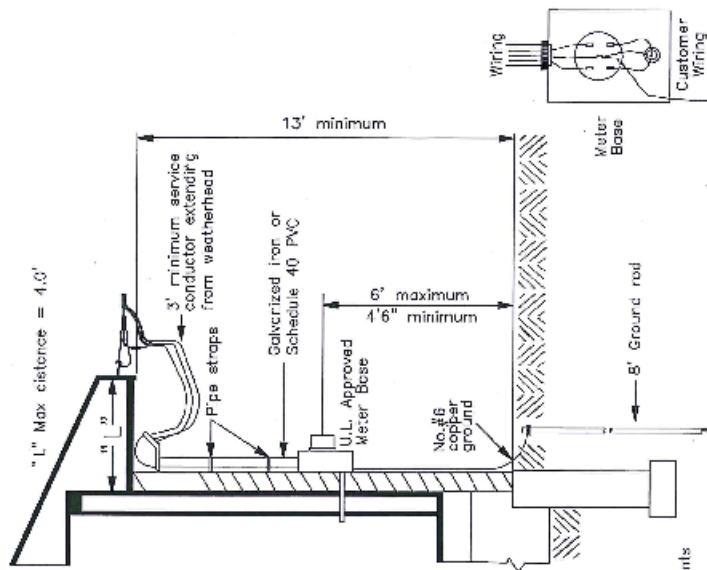


Water location must be spotted by personnel prior to installation.

1. 5/8" X 8' galvanized or copper coated ground rod with U.L. approved clamp.

2. Galvanized iron or schedule 40 PVC conduit from meter base to weatherhead.  
Conduit size: 2" = 200 AMP  
3" = 400 AMP
3. Customer to supply 200 AMP U.L. approved overhead meter base.
4. Weatherhead.
5. Minimum of 3' of service entrance conductors extending out of weatherhead.
6. Pipe straps to be securely fastened to house.
7. Number 8 copper ground.

\* Check local codes for all other applicable requirements

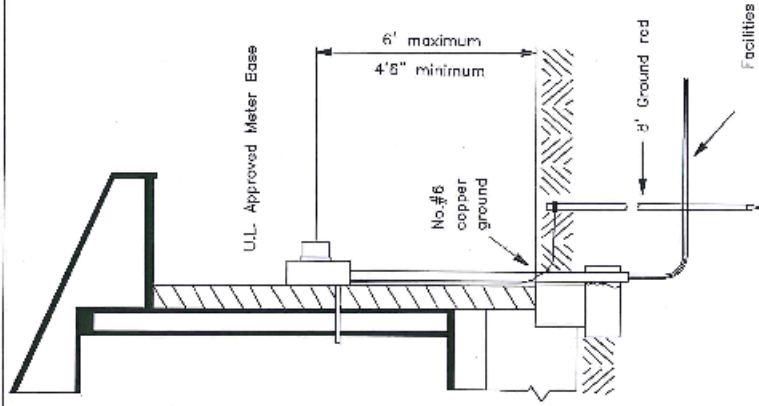
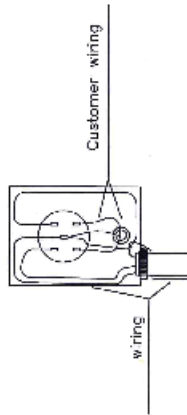


## Residential Overhead Service Under Roof Edge

Revised:

**TO BE INSTALLED AND FURNISHED BY CUSTOMER**

1. 5/8" X 8' galvanized or copper coated ground rod with U.L. approved comp.
2. Customer to supply 200 AMP U.L. approved underground meter base.
3. Number 6 copper ground.
4. Install ground rod to the left or right of meterbase to allow for trencher boom.



**NOTES:**

1. Meter location must be spotted by personnel prior to installation.
2. Check local codes for all other applicable requirements.

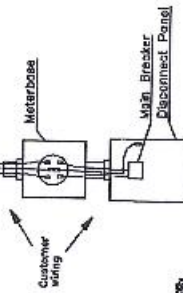
**Residential Underground**

Revised:

# **TO BE FURNISHED AND INSTALLED BY CUSTOMER**

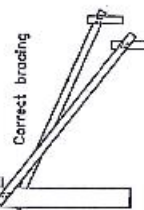
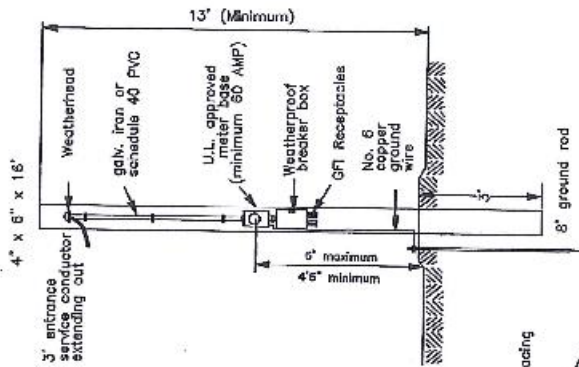
1. U.L. approved overhead meter base with weatherproof enclosure for circuit breaker and appropriate size meter base (minimum 60 AMP).
2. All conductors must be galvanized iron or schedule 40 PVC.
3. 5/8" x 8' galvanized or copper coated ground rod with U.L. approved ground clamp.
4. Pipe straps to be attached with wood screws only.
5. Minimum 4" x 4" x 16' treated pole or class 7 pole.
6. Weatherhead and weatherproof duplex GFI receptacles.
7. Two 2" x 4" braces attached to pole to properly secure pole.
8. Number 6 copper ground wire attached to meter base and ground rod.
9. Minimum of 3' of service conductor exiting weatherhead.

## **METERBASE WITH BREAKER BOX**



## **NOTES:**

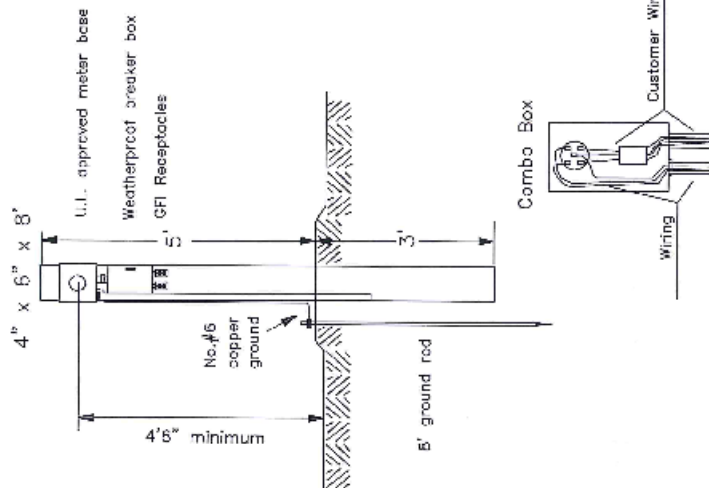
1. Pole location must be spotted by NEC personnel prior to installation.
2. Temp service poles must be installed less than 75' from NEC service pole.
3. Pole height must be sufficient to provide 12' clearance over driveways and roads.
4. Temp pole MAY need to be inspected by local authorities.
5. Pole must be properly tamped and secure enough to support a ladder.  
**DO NOT USE CONCRETE.**



\* Check local codes for all other applicable requirements

## **Temporary Overhead Service**

Revised:



#### TO BE FURNISHED AND INSTALLED BY CUSTOMER

1. Weatherproof enclosure for circuit breaker and appropriate size meter base (minimum of 60 AMP).
2. 5/8" x 8' galvanized or copper coated ground rod with U.L. approved ground clamp.
3. Pipe straps to be attached with wood screws only.
4. Number 6 copper ground wire attached to meter base.
5. Minimum 4' x 6' x 8' treated pole or class 7 post.
6. Weather-proof duplex GFI receptacles.

#### NOTES:

1. Pole location must be spotted by personnel prior to installation.
2. Temp underground service pole to be installed no more than 5' from account transformer or secondary pedestal.
3. Temp pole MAY need to be inspected by local authorities.
4. Pole must be properly lamped and secure. DO NOT USE CONCRETE.
5. Check local codes for all other applicable requirements.

#### Temporary Underground Service

Revised: