



*safety integrity commitment excellence*

**EnergyUnited**<sup>TM</sup>  
YOUR LOCAL CONNECTION

## Electric Service Rules and Regulations

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# EnergyUnited Electric Service

## Rules and Regulations

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### Summary of Member/Customer Rights &



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## Responsibilities

These Service Rules and Regulations are a part of your Service Agreement with EnergyUnited. Electric service is available to all persons within the service area of the Cooperative on a non-discriminatory basis as set forth in the Bylaws of the Cooperative. This section highlights the main points found in these Service Rules and Regulations.

As a Member of EnergyUnited, you are both a customer and an owner because it is a Cooperative. Members will be referred to as Member/Customer throughout this document. As such, you have the right to vote when electing directors who set policies that determine how EnergyUnited operates, and you are encouraged to take part in the business of the Cooperative by attending the annual meeting.

The employees and management of EnergyUnited take great pride in providing you with quality service and endeavor to maintain the reliability of product that you expect and deserve. And while EnergyUnited cannot guarantee uninterrupted power, we will always work to provide the best and most trouble-free service possible.

## Summary of Rights to Service

Member/Customer summary of rights and responsibilities is as follows:

1. You have the right to electric service if you establish satisfactory credit and provide EnergyUnited with necessary and reasonable access to your property and/or neighboring property as is necessary for your electric service.
2. You have the right to establish your credit in any one of five ways: (1) you have a satisfactory record with an established credit reporting service acceptable to EnergyUnited; (2) you make a cash deposit with EnergyUnited; (3) an electric Member/Customer with acceptable credit may guarantee payment of your bills up to the amount of deposit required; (4) provide an irrevocable letter of credit from your bank; (5) you may enroll a residential account in EnergyAdvantage, a prepaid billing program.
3. Any cash security deposit you make will be interest bearing and refundable (bill credit) after 24 consecutive months of maintaining acceptable credit for residential rate classes and after 36 consecutive months of maintaining acceptable credit for commercial/industrial classes.
4. Bills are due upon receipt and will be considered delinquent if payment is not received in the office by the date indicated on the bill. Customers whose bills become delinquent will be charged a late payment charge and approximately one week later, a cut-off notice giving the scheduled disconnect date will be mailed and the appropriate fees added to the account. Customers enrolled in EnergyAdvantage, a prepaid billing program, are solely responsible for managing their account and must maintain a credit balance at all times. Failure to do so may result in service disconnection at any time without notice.
5. As a Member/Customer you may designate a third party to receive a copy of any billing-related correspondence.
6. As a Member/Customer you may designate a spouse or third party on your account to inquire or perform limited transactions on your behalf.
7. You have the responsibility to notify EnergyUnited in writing, from a certified physician, if there is someone in your household who is either chronically or seriously ill, disabled or on an electrically operated life support system.
8. For customers who are not enrolled in the EnergyAdvantage program, if EnergyUnited plans to disconnect your electric service due to non-payment, you are entitled to make pay arrangements provided other similar arrangements were not granted within the last three months and you have not violated pay arrangements in the past year.
9. Upon written notification confirming that a person resides in your home who is age 65 or older or is disabled and you or a person in your household are eligible and certified to receive energy assistance from the local social services department, EnergyUnited cannot disconnect your service (between December 15 and March 15) without notifying the North Carolina Rural Electrification Authority.
10. EnergyUnited will not disconnect electric service for non-payment on a weekend or a legal holiday that is observed by EnergyUnited.
11. You have the right to have EnergyUnited test your electric meter for accuracy and to have a report of the test results given to you. A fee, paid in advance, will be charged for the testing; the fee will be refunded if the meter is found to be outside acceptable accuracy limits.
12. New Member information is available on our website.
13. A full and prompt investigation will be made of all service complaints. The recommended order for filing of such complaints is defined in Section 503.
14. You may request and have installed by the Cooperative at your expense, types of electric service that exceed what is normally supplied, provided that they meet the general conditions in these Service Rules and Regulations. If you need such services, please contact EnergyUnited.
15. As a Member/Customer of this Cooperative, you will share in margins called Capital Credits. The refunding of Capital Credits is at the discretion of the Board of Directors and is reviewed annually.
16. You have the responsibility to inform EnergyUnited of any change of address and/or change to the primary telephone number listed on the account. Furthermore, if and when a member designates a primary telephone number for the account, the member is expressly agreeing that EnergyUnited may deliver pre-recorded, artificial voice, and/or autodialed messages to the primary telephone number, whether the telephone number is a landline, wireless or cellular telephone, as long as the message delivered contains information regarding the member's account, electric service, maintenance or membership issues, or matters associated with a service outage or emergency situation. This consent does not authorize EnergyUnited to deliver pre-recorded, artificial voice, and/or autodialed messages for telemarketing or advertising purposes to the primary telephone number.

## Doing Business with EnergyUnited

- **Automated Account Information:** 1-800-MEMBER1 (1-800-636-2371) Our automated system is available 24-hours per day, 7 days per week to provide automated account information such as account balances, due dates, etc.
- **Automated Payment System:** 1-800-215-7315 Available 24 hours per day, 7 days per week to make a payment via an automated system.



- *Customer Care:* 1-800-522-3793 The Customer Care Center is staffed Monday through Friday between the hours of 7 a.m. and 8 p.m. for all customer service needs.
- *Customer Care After-Hours:* 1-800-522-3793 Dispatchers are available after hours, holidays, and weekends for emergency situations and limited customer service needs, such as account balances, and cut-off dates.
- *On the Web:* [www.EnergyUnited.com](http://www.EnergyUnited.com) Available 24-hours per day, 365 days per year to check account balances, view bills, and make electronic check, debit or credit card payments.
- *Automated Outage Reporting:* 1-800-EUNITED (1-800-386-4833) Available 24-hours per day, 365 days per year to report outages via an automated system.

## Office Locations

- Corporate Office: 567 Mocksville Highway  
P. O. Box 1831  
Statesville, NC 28687  
(704) 873-5241  
1-800-522-3793
- Office hours are 8 a. m. to 5 p. m. and Cornelius Office Hours are 10 a.m. to 2 p.m., Monday-Friday.
- The Cooperative has other offices located in Denton, Lexington, Mocksville, Madison, and Taylorsville.

## Statement of Non-Discrimination

EnergyUnited Electric Membership Corporation is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age, or disability shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is H. Wayne Wilkins, Chief Executive Officer. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, DC 20250; or the Administrator, Rural Utilities Service, Washington, DC 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

## General Service Rules and Regulations

### 100 Electric Service Availability

#### 101 Application for Membership and Service

The Service Agreement between EnergyUnited and its Member/Customer will consist of the following:

- The payment of membership and connection fees and deposit, if required

- A request for service by the applicant for an individual, entity or joint membership
- Information requested by the cooperative to establish identity or proof of organization
- All necessary right-of-way easements, underground agreements, etc.
- Customer orientation information

A supplemental written contract on a form provided by EnergyUnited may be required from any applicant requiring three-phase service, an aid-in-construction, or whose estimated demand is 50 kW or more. Neither the Membership nor the Service Agreement is transferable or assignable; however, capital credits may be transferred to EnergyUnited, an individual within joint memberships or to another Member/Customer if authorized by the Member/Customer. A non-refundable connection charge, as specified in the Schedule of Fees and Charges, will be required to transfer to another Member/Customer.

### 102 Security Deposit

A service security deposit as specified in the Schedule of Fees and Charges may be collected in advance of service connection for residential class customers and 50% in advance of service connection and 50% billed with the first month of service for commercial class customers or at any subsequent time when EnergyUnited determines that a deposit is needed to ensure payment of bills. A security deposit or an increased deposit may be required from existing members in cases where acceptable credit standards are not maintained. Within a joint membership, the surviving spouse of a deceased Member/Customer or the divorcee of a Member/Customer shall assume the same credit rating with respect to deposit requirements in setting up a new account. All deposits held for 24 months for a residential class customer and 36 months for a commercial class customer will be refunded (bill credit) to those customers who have established acceptable credit to EnergyUnited. Upon termination of service, all remaining deposits for all customer classes will be applied against any unpaid balances owed EnergyUnited and the balance refunded. Security deposits shall apply to the following classification of Members/Customers:

1. Residential Service
  - a. Acceptable credit – no deposit
  - b. Unacceptable credit – highest two months bill (\$200 minimum)
2. Commercial, Large Power, and General Service
  - a. Acceptable credit-no deposit
  - b. Unacceptable credit – highest two months bill (\$500 minimum)

Deposits other than those described above will be required by special contract or when, as determined by EnergyUnited, such a deposit is necessary due to the type of service. Such deposit will be based upon risk of a business enterprise, the reputation and history of the premises, or the credit rating and the financial dependability of the Member/Customer.

As an alternative to a cash deposit, EnergyUnited will accept (1) a satisfactory credit record with an established credit rating service acceptable to EnergyUnited; (2) an electric Member/Customer with acceptable credit may guarantee payment of your bills up to the amount of deposit required; (3) provide an irrevocable letter of credit from your bank; or (4) may enroll a residential designated account in EnergyAdvantage, a prepaid billing program.

### 103 Additional Service Connections

An additional security deposit may be required for multiple service connections based on the payment history of the Member/Customer. Before connection of additional service(s), the Member/

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Customer may be required to pay an applicable deposit as well as any overdue balances owed on their accounts. Additional service connections may be denied at the discretion of EnergyUnited for failure to pay required applicable fees.

## 104 Area Coverage, Line Facilities, and Underground Services

In providing area coverage service, EnergyUnited will provide a standard service connection that requires no facilities or services in excess of those normally provided by or acceptable to EnergyUnited. If the Member /Customer requests that EnergyUnited supply a service connection in a manner which requires equipment and facilities in excess of those normally provided, such excess equipment and facilities will be provided as a cost to the Member/Customer. Costs will be collected through excess facilities charges and/or contributions-in-aid of construction as defined by EnergyUnited.

A. Service Charges A non-refundable "service charge," payable in advance, shall be collected on each account connected including commercial and large power. This service charge is in addition to any service security deposit required.

1. The charge shall apply to all accounts except those being reconnected under the delinquent policy. Other charges apply in these cases.
2. The charge shall apply to those Member /Customers disconnected at one location and reconnected at another location.
3. The charge shall apply where a temporary service is made permanent.
4. The charge shall be collected when a security light is installed, connected, or reconnected. When the existing security light (maximum of two lights) can be connected at the same time electric service is connected, only one charge will apply. When more than two lights are to be installed for the same account (same location) at one time, an installation charge shall apply for the third light and each light thereafter.

B. Contribution-in-Aid of construction for a permanent installation that requires either an extension of overhead or underground primary facilities in excess of the Electric Service Allowance of \$3,750.

When a Member or individual requests that EnergyUnited supply electric service in a manner which requires equipment and facilities in excess of those which EnergyUnited would normally provide, and EnergyUnited finds it practical to do so, such excess equipment and facilities will be provided as extra facilities at the cost of the Member. Additional costs will be collected through contribution-in-aid of construction agreed upon by EnergyUnited and the Member. Any other standard fees associated with the installation cost will still apply. For Non-Residential Services, an exception may be made, if based on EnergyUnited's evaluation, the expected revenues from the service warrants a reduction or elimination of the contribution-in-aid.

C. Underground Services EnergyUnited will install, own, and maintain underground facilities under the terms and conditions of these Service Rules and Regulations.

1. Residential Service at the request of an owner and consistent with sound engineering and operational practices, EnergyUnited will install, own and maintain underground facilities, following these Service Rules and Regulations. Any charge to the owner for the necessary underground

facilities requested is nonrefundable and per the Schedule of Fees and Charges contained herein. EnergyUnited reserves the right to delay installation of service to the residence until the new meter base is installed. If the owner requests service installation prior to the placement of the meter base, the owner is responsible to clearly define the meter base placement. If the location of the meter base is changed after service installation, the owner will be responsible for reimbursement to EnergyUnited for any additional costs incurred due to relocation.

a. Permanent Residences that are to be permanent premises, subject to EnergyUnited's residential rate schedule, will be served from underground facilities as shown below:

- 1) Initial Underground Facilities for Residences Located in New Residential Development (See Definitions for Residential Development minimum requirements). Service to new residences that can be served with secondary facilities, with no primary extensions, will be provided at no charge. Service to new residences that cannot be served with secondary facilities only, shall pay the cost to extend primary facilities per the fee schedule.

- 2) New Service Installations Not Located in New Developments a) Service to new residences requiring new underground secondary voltage facilities from a distribution line on, or adjacent to, the lot on which the residence is located. No charge b) Service to new residences requiring new underground primary voltage facilities. Cost of new primary facilities shall be provided as defined in the fee schedule.

- 3) New Three-Phase Service Installations

- a) Three-phase service to new single-residence structures, where this type of service is available. Cost will be equal to the cost difference between overhead and underground to extend new primary facilities. b) Three-phase service to new multi-residence structures, where this type of service is available. Cost will be equal to the cost difference between overhead and underground to extend any new primary facilities.

- b.) Other Residences – Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by EnergyUnited under an agreement with the owner providing for payment to EnergyUnited of the charges, if any, equal to the cost difference between overhead and underground. Should a developer/owner/member desire primary underground facilities for a community not meeting the requirements of a development, aid-in-construction will be required for the cost difference between new overhead and new underground primary facilities, inclusive of administrative and engineering costs.

2. Non-Residential Service At the request of an owner, EnergyUnited will install, own, and maintain underground facilities to new general service and industrial service installations following these Service Rules and Regulations. Specified charges may apply.

- D. Construction Service

Temporary service for construction of buildings or other establishments, which will receive permanent electric service from EnergyUnited upon completion, will be provided under the standard applicable rate and under the same conditions as construction to permanent buildings or establishments as specified.

#### E. Temporary Service

Service to construction projects where EnergyUnited will not furnish permanent electric service upon completion of construction of a premises, or service to carnivals, fairs, and similar operations, will be furnished under a standard applicable extension charge equal to the sum of the estimated install and removal labor, and other costs of constructing the line in addition to the cost of any unsalvageable material.

#### F. Non-Permanent Large Power Service

Service to rock crushers, asphalt plants, mining operations, or other non-permanent installations will be furnished under standard applicable rates, upon receipt of contribution-in-aid of construction and/or facilities extension charge equal to the sum of the estimated install and removal labor line construction cost and the cost of any unsalvageable material.

#### G. General Provisions

1. Facilities associated with an underground distribution system, other than conductors, may be installed above or below ground level as determined solely by EnergyUnited in accord with current construction design practices of EnergyUnited.
2. EnergyUnited normally will not provide underground service at secondary voltages above 480 volts.
3. EnergyUnited will provide service to a single transformer using a loop system at the request of the owner who desires to have a loop installed and who makes a payment equal to the estimated cost of the additional facilities in excess of the cost of radial facilities. For three-phase applications, EnergyUnited may install a loop if, in EnergyUnited's opinion, it is for the betterment of the system. If EnergyUnited determines it is not for the betterment of the system, the owner will be required to make payment equal to the estimated cost of the additional facilities in excess of the cost of radial facilities.
4. New sub-feeders necessary to serve a new underground development will be installed underground in residential developments at no charge. New sub-feeders serving non-residential developments normally will be installed overhead, unless the owner requests to have them installed underground which would require a payment equal to the estimated cost difference between overhead and underground.
5. Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size shall be expressed in square feet. Additional cost to extend primary will apply if the primary lines required to serve the development exceed 300' per lot.
6. Prior to the installation of an underground distribution system by EnergyUnited, the owner will be required to provide a blanket easement, blanket underground agreement, and blanket space allocation agreement. All final grade levels of the building site(s) shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities:
  - a. To permit unimpeded access of EnergyUnited's installation equipment to the installation site(s);
  - b. To allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and
- c. To eliminate dig-ins to the underground facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities thereby resulting in additional expense to EnergyUnited, payment for these additional expenses shall be made to EnergyUnited by the owner/developer. Should established lots or final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expenses to EnergyUnited, payment for these additional expenses shall be made to EnergyUnited by the owner or developer.
7. Should existing sidewalks, septic tank systems, fuel tanks, other utility lines, or other man-made obstructions result in additional expenses to EnergyUnited, payment for same will be made by the owner or developer.
8. Actual costs incurred by EnergyUnited to comply with the special requirements, if any, of municipalities, State and Federal highway agencies or departments in relation to the breaking of pavement, ditching, backfilling, or other related conditions, will be paid by the owner or developer.
9. EnergyUnited will make, or adjust, charges to the owner or developer to collect the actual additional costs to EnergyUnited due to adverse conditions, such as: the composition of land where underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structure; or, dynamite is required; or, abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench.
10. EnergyUnited's agreement to provide underground service stipulates that requests to provide such service must be made by the responsible party owner. EnergyUnited shall exercise due care in the utilization of its underground equipment during construction, operation, and maintenance. The ultimate responsibility for the protection of shrubs, trees, and grass/sod will be that of the owner. Re-seeding of trench cover will be done by the owner. Shrubs, trees, or any other obstacle, which would hinder access by EnergyUnited, shall not be placed within 12 feet of a transformer or cabinet openings at any time.
11. Temporary service will not be available in an area served from underground facilities until the underground system is in place, unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided at no charge, but only within five feet of a transformer or pedestal location.
12. Underground conductors to provide service for area lighting requirements or street lights along public streets, roads, and other public thoroughfares will be installed at EnergyUnited's expense concurrently with the installation of an underground system for new developments. Subsequent street and area lighting service will be furnished under the applicable rate schedule.

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## 105 Metering Facilities

EnergyUnited normally provides and installs the meter and requires the Member/Customer to install a "UL Listed" meter base and certain connection facilities to the meter base. Any meter installed at the request of the Member/Customer that would not have been installed as standard equipment will be considered an excess facility. Two residential housing units shall not be served through one meter. Member/Customers applying for more than one class of service on the same premises will arrange their wiring so that each class of service can be metered separately. Regardless of ownership of the facilities, EnergyUnited will have the right, at its option, and at its own expense, to place advanced meters, demand meters, voltmeters, locking devices, or other instruments on the premises of any Member/Customer for the purpose of monitoring and maintaining the Member/Customer's service.

## 106 Location and Access of Electric Service

The point of attachment furnished by the Member/Customer must be located at a point where EnergyUnited's facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. The Member/Customer will pay additional cost of construction when facilities are located at a point for the benefit of the Member/Customer. The point of attachment is defined as the connection at the weatherhead for overhead lines and at the source side of the Member/Customer meter base for underground lines.

EnergyUnited's responsibility for installation and/or maintenance of the service facilities shall not extend beyond the point of attachment to the Member/Customer's building, central distribution point, or the electric power consumption measuring device; except for Load Management devices which may be located within the Member/Customer's premises.

All NESC approved meter bases shall be installed on an exterior wall with the center of the base no less than four, nor more than six feet above finished grade. Where a Member/Customer-owned meter pole is in use, the meter should be located on the pole. The Member/Customer shall not locate or construct any structure that obstructs EnergyUnited's ability to freely access its facilities. Any structure that obstructs EnergyUnited's facilities will be moved at the Member/Customer's expense. EnergyUnited will provide and install conduit for underground cable entering meter bases.

The Member/Customer shall furnish and install suitable wiring within the meter enclosure or meter socket to permit EnergyUnited to install the meter without any additional materials.

For large single-phase installations over 400 amps, or any installation other than single-phase 120/240, EnergyUnited will specify the type of metering equipment before installations.

All meters shall be placed ahead of all switches and fuses.

## 107 Standard Supply Voltages

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

The service voltages described below are nominal, and variations permitted will not be more than plus-or-minus 5 percent

on a 120-volt basis. The following service voltages are the basic offerings to the member/customer:

- Single-Phase, 3 Wire, 120/240 Volts
- Three-Phase, 120/208 Volts
- Three-Phase, 120/240 Volts
- Three-Phase, 240/480 Volts
- Three-Phase, 277/480 Volts
- Three-Phase, 4 Wire, 7,200/12,470 Volts
- Other non-standard voltages may be available upon request

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

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

## 200 Conditions of Service

### 201 General Conditions

EnergyUnited will supply electric service to the Member/Customer once the following conditions are met:

1. The Member/Customer is in compliance with all aspects of the Service Rules and Regulations and agrees to be bound by all the provisions set forth.
2. As required by the Cooperative for a Cooperative purpose, and as set out with more particularity in the Bylaws of the Cooperative, a Member shall:
  - (A) provide the Cooperative safe and reliable access to and/or use of Member Property; and
  - (B) pursuant to terms and conditions specified by the Cooperative, and without compensation from the Cooperative, grant or convey to the Cooperative an easement, right-of-way, license, or other right or interest in Member Property, and promptly execute a document regarding this grant or conveyance upon request.
3. The Member and Customer agrees to have all streets, alleys and driveway entrances graded to within six inches of final grade and have lot lines established before installation or extension of electrical service begins.
4. The Member/Customer agrees that EnergyUnited will have right of access to Members/Customer's premises at all times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities that are the property of EnergyUnited or when on any other business between EnergyUnited and its Membership. In cases where it is reasonably necessary and cost effective, EnergyUnited may use, without payment to the Member/Customer, the Member/Customer's premises for accessing neighboring property served by EnergyUnited.
5. Any previous outstanding debts owed by the Member/Customer, or any other person in the Member/Customer's household, to EnergyUnited have been paid.
6. Provision of service in no way conflicts with public authorities.
7. All Member/Customer wiring and equipment have met the



requirements of the National Electrical Code and those of EnergyUnited and, in addition, to the specifications of any local authorities having jurisdiction. Proof-of-compliance inspections required to meet local and state governmental standards of the premises wiring have been made available to EnergyUnited by the Member/Customer or local authority.

8. The Member/Customer has not connected, and agrees not to connect in the future, any motors or other equipment which are not suitable for operation with the character of the service supplied by EnergyUnited or which adversely affect EnergyUnited's equipment or the service to other Members/Customers.
9. The Member/Customer agrees to be responsible for any additional facilities, protective devices, or corrective equipment necessary to provide adequate service or prevent interference with service to other EnergyUnited customers. Such loads include, but are not limited to, those requiring excessive capacity because of large momentary current demands or requiring close voltage regulation such as welders, X-ray machines, motors starting across the line or other equipment which creates unreasonable demands.
10. The Member/Customer agrees to be responsible for notifying EnergyUnited of any additions to or changes in the Member/Customer's equipment, which might affect the quality of service or increase the Member/Customer's electrical demand.
11. The Member/Customer agrees that when multi-phase service is furnished, the Member/Customer will at all times maintain a reasonable balance of load between the phases. EnergyUnited is not responsible for damage to the Member/Customer's equipment if reasonable balance is not maintained. The Member/Customer may also be held responsible for damage to EnergyUnited's equipment caused by an imbalance of the Member/Customer's loads. Three-phase motors with high-starting or fluctuating currents must be installed in accordance with EnergyUnited's Rate Schedule, Riders, and Service Rules and Regulations. These requirements include low voltage starting.
12. The Member/Customer agrees to reimburse EnergyUnited for any unusual local wiring or electric code requirements, should they be necessary.

### 202 Service Interruption

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

Such causes include, but are not limited to:

1. An emergency action due to an adverse condition or disturbance on the system of EnergyUnited, or on any other system directly or indirectly interconnected with EnergyUnited's system that requires automatic or manual interruption of the supply of electric service to some consumers or areas in order to: limit the extent or damage of the adverse condition or disturbance; to prevent damage to generating or transmission facilities;

to expedite restoration of service; or to effect a reduction in service to compensate for an emergency condition on an interconnected system.

2. An Act of God, the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority, or an act of negligence on the part of any person or company not acting on behalf of EnergyUnited.
3. Making necessary adjustments to, changes in, or repairs on lines, substations, and facilities, and in cases where, in EnergyUnited's opinion, the continuance of service to member/customers' premises would endanger persons or property.
4. The Member/Customer will notify EnergyUnited immediately of any defect in service or of any trouble or irregularity to the electric supply or any condition or situation, which might adversely affect electric service or possibly be hazardous.
5. Work on lines or equipment requiring service interruption will be done, as far as practicable, at a time that will cause the least inconvenience to the Member/Customers

The Member/Customers affected by such planned interruptions will be notified in advance, if practicable.

### 203 Right-of-Way Maintenance

The Member/Customer will grant to EnergyUnited a written, signed right-of-way according to EnergyUnited's current specification. EnergyUnited will maintain right-of-way according to its specifications with the right to remove, trim and control the growth of trees and shrubbery located within the right-of-way or that may interfere with or threaten to endanger the operation or maintenance of EnergyUnited's lines or facilities. When trimming right-of-way, EnergyUnited will remove debris at its expense from "clean and maintained" areas; that is, an area which is regularly maintained (finish-mowed/landscaped) and kept free of logs and brush, but not the removal of stumps. The removal of wood left in manageable lengths will be the responsibility of the Member/Customer. In other areas, right-of-way debris will be left within the right-of-way boundaries.

Member/Customers who desire to have trees trimmed or removed which are close to EnergyUnited lines or facilities and, in the opinion of EnergyUnited, pose a hazard, may request assistance from EnergyUnited in removal or trimming of the trees. The cleanup and/or removal of stumps will be the responsibility of the Member/Customer. EnergyUnited will schedule such work at its convenience.

EnergyUnited is not responsible for the maintenance or trimming of any trees along or around the Member/Customer's insulated, secondary, overhead service line (which is defined as the line from the last pole to the Member/Customer's meter base). EnergyUnited will, upon request, drop the service line at no cost, during normal business hours in order for the Member/Customer to safely perform any necessary tree maintenance work.

### 204 Power Factor

The Member/Customer will at all times maintain a power factor at the point of delivery as close to 100 percent as practicable. Where the overall power factor of the Member/Customer's load is less than 90 percent lagging, EnergyUnited may adjust the Member/Customer's billing demand as specified by the applicable rate schedule. EnergyUnited reserves the right to measure the power factor at any time.

### 205 Foreign Connection of Electricity, Parallel Service, and Standby Generation



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The Member/Customer will not use EnergyUnited's electric service in parallel with other electric service, nor will other electric service be introduced on the premises of the Member/Customer for use in conjunction with, or as a supplement to, EnergyUnited's electric service without the prior consent of EnergyUnited and approval of interconnection diagrams.

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

## 206 Qualifying Facilities and Independent Power Producers

EnergyUnited is required to comply with the Public Utility Regulatory Policies Act of 1978 (PURPA), along with rules and regulations promulgated under PURPA as they relate to qualifying facilities (QF). Any owner/operator of a QF desiring to connect with and sell electric demand and energy to EnergyUnited shall notify EnergyUnited. EnergyUnited will provide the owner/operator with its current rates as specified in the attached Current Applicable Rate Schedule and Riders.

Any contracts for the sale of electric demand and energy from a QF will be made between the owner/operator and EnergyUnited.

## 207 Line and Facilities Conversion and Relocation

### A. Relocation

Upon request, EnergyUnited will, being consistent with prudent utility practice, relocate lines, poles, and facilities. The Member/Customer will be required to pay in advance the non-betterment cost of relocating the facilities plus an administrative fee (engineering, accounting, and general overhead multiplier). Any additional right-of-way necessary for relocation will be the responsibility of the Member/Customer to obtain. For such relocations it is often necessary for a preliminary engineering study to be performed. As such, individuals requesting that facilities be relocated will be required to pay, prior to the commencement of such studies by EnergyUnited, a good faith, non-refundable contribution or charge of \$100 for each 600 feet of line to be relocated. If after the preliminary study the individual elects to proceed with the relocation, this charge will be credited toward the total cost of the relocation. Under most circumstances, EnergyUnited will, upon request, raise or lower lines to afford a safe passage for buildings or equipment being moved. Parties making such requests will be required to pay the cost of labor and any material used, an administrative fee, plus a charge for transportation equipment. Prior to the work being performed, such parties will be required to make deposit to EnergyUnited equal to the estimated cost of the job.

### B. Conversion to Underground

EnergyUnited may replace an existing overhead primary distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

1. EnergyUnited may place facilities underground according to an agreement with the requesting individual(s) which provides

for payment of a non-refundable contribution- in-aid of construction equal to the cost of installing the underground facilities plus the loss due to early retirement of the existing overhead facilities.

2. Preliminary engineering studies are usually necessary to determine the approximate costs of replacing overhead with underground facilities. Accordingly, individuals requesting replacement of such facilities shall pay, prior to commencement of such studies by EnergyUnited, a good faith, non-refundable contribution or charge of \$100 for each 600 feet, or part thereof, of front lot lines for residential development studies. For areas outside residential developments, the charge will be \$100 for each 600 feet of converted facilities. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated contribution or charge, which was advanced.
3. EnergyUnited need not replace existing overhead systems with underground facilities unless at least one block or 600 feet of front lot line is involved, whichever is less. Individual services from the pole to the residence may be an exception.
4. All Members/Customers who are to be served directly from a specific section of a line to be placed underground or who reside in the area to be replaced with underground facilities must agree to the conditions outlined for replacement of overhead with underground facilities.
5. Members/Customers shall arrange the wiring of their premises to receive underground service at meter locations, which will allow unimpeded installation of the underground service facilities. Any such costs shall be borne by the Member/Customer. All work must be completed prior to EnergyUnited beginning construction.

### C. Relocation of Security Light

Fees outlined in the Schedule of Fees and Charges shall apply.

## 208 Energy Management Assistance

EnergyUnited will investigate, render advice and lend assistance needed for all reasonable requests of the Member/Customer pertaining to the Member/Customer's account, usage, bill, load management equipment, and energy conservation measures. Specified fees may apply.

## 300 Billing

### 301 Responsibility to Read Meter

Meters will be read by EnergyUnited and/or appointed contractor and bills rendered by EnergyUnited. If accepted by the cooperative, the Member/Customer may elect to have a non-advanced meter, if available, and a monthly field visit fee will apply. If for any reason a meter is not read, the meter reading and corresponding use for the period will be estimated based on prior usage and other applicable factors.

### 302 Due Dates and Failure to Pay

For Member/Customers who are not enrolled in the EnergyAdvantage program, bills are due upon receipt and will be considered delinquent if payment is not received in the office by the date indicated on the bill. Customers whose bills become delinquent will be charged a late payment interest charge and delinquent fee and will be mailed a cut-off notice giving the scheduled disconnect date.

Full payment includes the sum of all of the following that apply:

notice fee; reconnect fee(s); delinquent amount; and any fees that may be associated with the collection process.

Member/Customers may request in writing that a copy of any disconnect notices be sent to a specified third party.

EnergyUnited offers residential Member/Customers the option to select a custom due date for their billing period once in a 12 month period. Member/Customers may select a date between the first and the 30<sup>th</sup>. If this date falls on a weekend or holiday, the payment will be due the next business day.

Member/customers enrolled in EnergyAdvantage, the prepaid billing program, are solely responsible for managing their prepaid account, which includes providing updated contact information for preferred notification methods, monitoring energy use, and maintaining a credit balance at all times. Failure to do so may result in disconnection of service at any time without notice.

Prepaid account balances can be accessed 24 hours per day on-line at [www.energyunited.com](http://www.energyunited.com) or via the automated account information system at 1-800-636-2371.

Prepaid accounts are not eligible for time extensions or payment arrangements.

In the event a prepaid account is disconnected, a prepaid service reconnection fee as well as a minimum account credit balance amount will be required prior to reconnection of service. (Refer to the appendix: Schedule of Fees and Charges.)

### 303 Multiple Services

If a Member/Customer has more than one account, EnergyUnited reserves the right to apply any payment made by the Member/Customer to any account owed to EnergyUnited by the Member/Customer. All funds received will first be applied to any interest, fees and penalties on the delinquent account(s); to any overdue electric charges; to other overdue charges, with the remaining funds to be applied against the current electric service bill and other services.

### 304 Bill In Dispute

Failure to receive a bill does not exempt a Member/Customer from payment. Bills and account information for the past 13 months are available on the web at [www.energyunited.com](http://www.energyunited.com). Neither a dispute concerning the amount of a bill nor a claim or demand by the Member/Customer against EnergyUnited will alter the normal requirements for payment. See Complaint Procedure in Section 503 for resolution of disputed bills.

### 305 Method of Payment

Payments may be made through any offices of EnergyUnited or through any authorized collection agents. Payments may be made by:

- Bank draft
- Phone (via electronic check, debit or credit card)
- Mail (check or money order)
- After-hours deposit facility (check or money order)
- In person at an EnergyUnited office
- EnergyUnited website (via electronic check, debit or credit card)

A payment is considered "made" when cash or other negotiable equivalent is in the possession of EnergyUnited and duly posted to the Member/Customer's account.

EnergyUnited offers budget billing to Member/Customers who request equalized payment throughout the year. To qualify, usage history must be available for the past 12 months. Members who fail to make budget payments on time will

be removed from the budget program. Equalized payments are recalculated every 12 months or as deemed necessary by the cooperative. Budget billing is not available to Member/Customers enrolled in EnergyAdvantage, the prepaid billing program.

### 306 Returned Checks

Any Member/Customer whose check for payment of service is returned will be notified and a returned check fee will be added to their account. Such charge will be up to the maximum allowed by law. After being returned the first time, EnergyUnited may redeposit the check or, at its discretion, request a certified check from the Member/Customer's bank based on the availability of funds. Checks returned a second time will be subject to disconnection without further notice and all applicable fees charged. All applicable fees plus the amount of the check must be paid prior to reconnection of service. EnergyUnited may refuse to further accept checks from any Member/Customer upon the third returned check in a 12-month period. Any Member/Customer whose check for payment of service is returned for a closed account will be subject to disconnection without notice and the same fees described above.

Any Member/Customer enrolled in EnergyAdvantage, the prepaid billing program, whose check is returned will be notified immediately, reversal of the check amount and a returned check fee will be applied to the account. If the fee and subsequent reversal of the original check amount results in an amount due to EnergyUnited, the account will be subject to immediate disconnection.

### 307 Correction for Errors

Adjustments to a Member/Customer's bill due to inaccurate metering equipment, errors in meter reading, or errors in billing will be made promptly.

1. If the Cooperative has overcharged any Member/Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, the Cooperative shall at the Member/Customer's option, refund the excess amount paid by that Member/Customer or credit the amount billed as provided by the following:
  - a. If the interval during which the Member/Customer was overcharged can be determined, then the Cooperative shall credit or refund the excess amount charged during the entire interval provided that the applicable statute of limitations shall not be exceeded.
  - b. If the interval during which the Member/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.
  - c. If the exact usage and/or demand incurred by that Member/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.
  - d. If an overcharged Member/Customer owes a past due balance, the Cooperative may deduct the past due amount from any refund or credit.
2. If the Cooperative has undercharged any Member/Customer as a consequence of a fraudulent or willfully misleading action on that Member/Customer's part, or any other such action by any person other than the employees or agents of the company, such as tampering with, or bypassing the meter where it is evident that

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such tampering or bypassing occurred during residency of that Member/Customer, or if it is evident that a Member/Customer has knowledge of being undercharged without notifying the Cooperative as such the Cooperative shall recover the deficient amount as provided by the following:

- a. If the interval during which the Member/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 shall not be exceeded.
- b. If the interval during which the Member/Customer was undercharged cannot be determined, then the Cooperative shall collect the deficient amount during the 12 month period preceding the date when the billing error was discovered by the cooperative.
- c. If the usage and/or demand incurred by that Member/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.
3. If the Cooperative has undercharged any Member/Customer as the result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, except as provided above, then the Cooperative shall recover the deficient amount as provided by the following:
  - a. If the interval during which a Member/Customer 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 12 months. For a Member/Customer having a demand of 50 kW or greater, then the Cooperative shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations shall not be exceeded.
  - b. If the interval during which the Member/Customer was undercharged cannot be determined, then the Cooperative may collect the deficient amount during the 12 month period preceding the date when the billing error was discovered by the Cooperative. For a Member/Customer having a demand of 50 kW or greater, then the Cooperative shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations shall not be exceeded.
  - c. If the usage and/or demand incurred by that Member/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.
  - d. The Member/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 Member/Customer was subject to pay the deficient amount.
4. This rule shall not be construed as to prohibit a budget billing plan wherein the charge for each billing period is the estimated total annual bill divided by the number of billing periods prescribed by the plan. However, incorrect billing under budget billing shall be subject to this rule.
5. This rule shall not be construed as to prohibit the estimation of a Member/Customer's usage for billing purposes when it is not feasible to read the Member/Customer's meter on a particular occasion.

6. A Member/Customer may request that a meter be tested and a Meter Test Charge, as described in the Schedule of Fees and Charges, will apply. A report will be supplied to the Member/Customer within a reasonable time after completion of the meter test. If the meter's calibration is found to be in error in excess of plus or minus 2 percent, the test fee will be refunded and an account adjustment made.

## 308 Pay Arrangements

At the discretion of EnergyUnited, credit may be extended to Member/Customers not enrolled in EnergyAdvantage, the prepaid billing program, in accordance with the following standards:

1. Customer is entitled to make pay arrangements if other similar arrangements were not granted in the last three months and no pay arrangements were violated in the past 12 months.
2. Pay arrangements may be granted as a result of a billing error. Pay arrangements may be made over the same period of time during which the error occurred.
3. In the event that an account billed under any residential rate is destroyed by fire, not caused by an act of arson on the part of the Member/Customer or any member of their family.
4. When disconnection of service might impose immediate danger to the Member/Customer or other persons due to illness or some hazardous condition, or when the household is immediately and directly affected by a death.

## 309 Unavoidable Cessation of Service by Member/Customer

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

## 400 Disconnection and Reconnection

### 401 Disconnection of Service by EnergyUnited

Service may be disconnected after notice has been given and reasonable time to comply has been allowed for noncompliance with the Bylaws and Service Rules and Regulations of EnergyUnited, or any applicable Federal, State or other local laws, regulations or codes, including, but not limited to, nonpayment, member's death, legal dissolution, legal cessation of existence, and refusal of access to EnergyUnited's meters or other facilities on the premises.

EnergyUnited may disconnect service immediately and without notice for the following reasons:

1. Discovery of meter or load management equipment tampering or diversion of current.
2. Use of power for unlawful, unauthorized or fraudulent reasons.
3. By order of public authority.
4. Discovery of an electrical condition determined by EnergyUnited to be potentially dangerous and eminently hazardous to life or property of EnergyUnited or the public.
5. For repairs, emergency operations, unavoidable shortages, or interruptions in EnergyUnited's supply source.
6. Introduction of foreign electricity on the premises without prior



written consent.

7. Broken payment arrangement.
8. Returned checks presented to avoid disconnection.  
Waiver of default - Any delay or omission on the part of EnergyUnited to exercise its right to discontinue service, or the acceptance of a part of any amount due, will not be deemed a waiver by EnergyUnited of such right if the Member/Customer continues to be or again becomes non-compliant with the Service Agreement.

#### **402 Cold Weather Disconnection**

With respect to bills rendered between December 15 and March 15 of every year and in the spirit of the policy considerations expressed by Congress in the Public Utility Regulatory Policies Act (PURPA) of 1978, the notice of proposed termination shall also contain a statement that no termination shall take place without the express approval of EnergyUnited's Board of Directors and notification of the North Carolina Rural Electrification Authority if the Member/Customer can establish all of the following:

1. That a member of the Member/Customer's household is either disabled or 65 years of age or older.
2. That the Member/Customer is unable to pay for such service in full.
3. That the household is certified by the local social service office which administers the Energy Crisis Assistance Program or other similar programs to be eligible (whether funds are then available or not) to receive assistance under such programs. EnergyUnited may continue to charge interest on accounts that are subject to this provision. As provided in the Summary of Member/Customer Rights and Responsibilities, the Member must provide advance written notification and certification of meeting the requirements for special handling of accounts.

#### **403 Reconnection of Service by EnergyUnited**

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

1. The conditions causing the disconnection are corrected.
2. Payment has been made for the cost of repair or replacement of EnergyUnited's meter or any other properties, if tampered with or otherwise damaged or destroyed.
3. Where the service has been discontinued for non-payment of a bill, meter tampering, unauthorized or illegal use of power, EnergyUnited will have the right to refuse service to the same Member/Customer or to any other applicant who is a member of the Member/Customer's household until the infraction is corrected, credit is reestablished by the Member/Customer and all applicable accounts have been paid.
4. The Member/Customer has agreed to comply with reasonable requirements to protect EnergyUnited against further infractions.
5. All applicable service charges and security deposits, as specified in the Schedule of Fee and Charges, have been paid.

Any meter disconnected and reconnected for the same Member/Customer which has been disconnected for a period less than 12 months, shall be responsible for the greater of

- a. The monthly minimum charge, as specified in the Rate

Schedule, times the number of months the service was disconnected, or

- b. The Cooperative's current reconnection charge.
6. EnergyUnited will require inspection of locations vacant for 12 months or in accordance with applicable county inspection requirements.

#### **404 Disconnect/Reconnect Device**

EnergyUnited may require the installation of a remote disconnect/reconnect device for any customer enrolled in EnergyAdvantage, the prepaid billing program, or having been disconnected for non-payment two or more times in a 12-month period.

1. A monthly fee as specified in the Schedule of Fees and Charges will apply for each month that the device is attached.
2. If disconnection is necessary due to non-payment, the Member/Customer will be charged applicable reconnection fees. Service will be reconnected when conditions set forth in Section 403, Reconnection of Service by EnergyUnited, have been met.
3. For Member/Customers not enrolled in the EnergyAdvantage program, if after a period of 12 months the Member/Customer has established an acceptable credit history with EnergyUnited, the device may be removed and monthly fees will no longer apply.

In the event a commercial Member/Customer has been disconnected two or more times in a period of 12 months, additional disconnect devices may be required at the Member/Customer's expense.

#### **405 Termination of Service by Member/Customer**

For termination of service, the Member/Customer should give a minimum of one working day's notice prior to requested disconnection unless a written contract specifies otherwise.

A Member/Customer may voluntarily withdraw in good standing from membership under the following conditions:

1. Payment of any and all amounts due EnergyUnited, and cessation of any noncompliance with the membership obligations, all as of the effective date of withdrawal; and either removal to other premises not furnished service by EnergyUnited, or ceasing to use any electric service whatever at any of the premises to which such service has been furnished by EnergyUnited pursuant to the service agreement; and
2. Upon such withdrawal, the Member/Customer will receive a refund of the balance of any membership fee and/or service security deposit held by EnergyUnited after being applied to the Member/Customer's final bill.
3. Same day disconnect service is available for an additional charge. Any balance on the terminated account will transfer to the Member/Customer's active account.

#### **406 Collection and Transfer of Overdue Bills**

EnergyUnited may refuse to extend service to an applicant until the following conditions have been satisfactorily addressed:

1. If the applicant is indebted to EnergyUnited for electric service previously supplied to such applicant.
2. If any proposed user of the service, other than the applicant, is indebted to EnergyUnited for electric service previously supplied.
3. If the owner (in the case of rental property) has an indebtedness to EnergyUnited.

If a Member/Customer has a delinquent account, active or inactive,

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EnergyUnited may transfer the delinquent amount owed to the Member/Customer's account(s), including but not limited to the account for the Member/Customer's primary residence. If the amount of the delinquent account is not paid, EnergyUnited may, upon compliance with the disconnection procedures, disconnect the Member/Customer's affected services.

1. If the applicant objects to the proposed disconnection before it takes place, he/she shall notify EnergyUnited prior to the cut-off date. A telephone number(s) where the applicant can be reached must be provided.
2. If the applicant does object in a timely manner, he/she shall have the right to be heard by an appropriate EnergyUnited staff member.

Bankruptcies and other exceptions will be considered on a case-by-case basis. No statutes of limitation shall apply to outstanding balances.

## 500 EnergyUnited and Member Obligations

### 501 Approval and EnergyUnited's Board Authority

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

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

These Service Rules and Regulations and Rate Schedules and any changes will be filed with the North Carolina Rural Electrification Authority and, additionally, pursuant to North Carolina law (GS 62-138(f)), with the North Carolina Utilities Commission.

### 502 Responsibility of Member/Customer and EnergyUnited

Electric service is supplied by EnergyUnited and purchased by the Member/Customer upon the express condition that after it passes the Point of Delivery, it becomes the property of the Member/Customer to be used only as provided in the Service Agreement. EnergyUnited will not be liable for loss or damage to any person, property, business losses, consequential damages, costs or expenses, including attorney or legal fees, whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric service after it passes the Point of Delivery, or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Member/Customer or for the inspection or repair of the wires or equipment of the Member/Customer.

EnergyUnited will not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the Member/Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of EnergyUnited. EnergyUnited will not be in any way responsible for the transmission, use or control of the electric service beyond the delivery point, except as it might apply to the use of load management programs.

EnergyUnited will not be liable for damage to trees, shrubs, lawns, fences, sidewalks or other obstructions incident to the installation, maintenance or replacement of facilities, unless caused

by its own negligence.

All meters, service connections and other equipment furnished by EnergyUnited will be, and will remain, the property of EnergyUnited. The Member/Customer will not interfere with, or alter, EnergyUnited's meters, seals, or other property, or permit the same to be done by others than EnergyUnited's authorized agent or employee. Damage caused or permitted by the Member/Customer to EnergyUnited's property will be paid for by the Member/Customer.

No person or organization will install or attach any wire, sign(s) or other material or equipment to any of EnergyUnited's poles, conductors or other fixtures, except with express written consent of EnergyUnited.

To the extent that Member/Customer may require electric service at a level of less than variation allowed under the standard service, any additional equipment required by the Member/Customer to ensure that level of power quality will be at the Member/Customer's expense. EnergyUnited will assist the Member in the technical development of the power quality electric service.

Each Member/Customer shall, upon request by EnergyUnited, execute and deliver to EnergyUnited, grants of easement or right-of-way over, across, under and/or on such lands owned, or leased by or to, or mortgaged to, the Member/Customer, and in accordance with such reasonable terms and conditions, as EnergyUnited shall require for the furnishing of service to he/she or other Member/Customers, or for the construction, operation, maintenance or relocation of EnergyUnited's electric facilities, as set out with more particularity in the Bylaws of EnergyUnited Electric Membership Corporation.

Each Member/Customer shall participate in any required program that may be established by EnergyUnited to enhance load management or more efficiently to utilize or to conserve electric energy, or to conduct load research, and shall comply with all related rates and Service Rules and Regulations.

### 503 Complaint Procedure

A full and prompt investigation will be made of all service complaints. The recommended order for handling quality-of-service or rate complaints is as follows:

1. File a complaint at the local EnergyUnited office and allow reasonable time for investigation, advice, and action. If the results are not satisfactory, then:
2. File a written complaint with the EnergyUnited Chief Executive Officer, providing information and results from the initial complaint and/or naming local EnergyUnited personnel who handled the complaint. Allow reasonable time for the Chief Executive Officer to act. If the results are still unsatisfactory, then:
3. File a written complaint with the North Carolina Rural Electrification Authority in Raleigh, North Carolina, 4321 Mail Service Center, Raleigh, North Carolina 27699, (919) 733-7513. Allow reasonable time for the Authority to act, then:
4. If the results are still unsatisfactory, file a written complaint with EnergyUnited Board of Directors. Allow reasonable time for the Board to schedule the item at a regular meeting. Allow reasonable time for the Board's order on the matter to be carried out.

## Appendices

### Appendix 1: Summary of Rate Schedules

EnergyUnited Electric Membership Corporation April 1, 2019

All services under these schedules are subject to the established Service Rules and Regulations of EnergyUnited.

#### Residential Service (R)

Available only to permanent, individually metered, residential Member/Customers in residences, condominiums, mobile homes or apartments.

- Single-Phase Rate Code EL01
- Three-Phase Rate Code EL11

#### Residential All-Electric Service (RE)

Available only to permanent individually metered residential Member/Customers in residences, condominiums, mobile homes, or apartments where all energy required for water heating, cooking, clothes drying, and environmental space conditioning is supplied electrically. Member/Customers receiving service under this schedule must also agree to the Cooperative's installing load control switches on their water heater(s) and central air conditioning.

- Single-Phase Rate Code EL03
- Three-Phase Rate Code EL13

#### Residential Energy Star Service (RES)

Available only to permanent, individually metered, residential Member/Customers in residences, condominiums, mobile homes or apartments which comply with the energy star standards as verified by a third-party independent home energy rating system rater.

- Single-Phase Rate Code EL02
- Three-Phase Rate Code EL12

#### Residential All-Electric Energy Star Service (RES)

Available only to permanent individually metered residential Member/Customers in residences, condominiums, mobile homes, or apartments which comply with the energy star standards as verified by a third-party independent home energy rating system rater and where all energy required for water heating, cooking, clothes drying, and environmental space conditioning is supplied electrically. Member/Customers receiving service under this schedule must also agree to the Cooperative's installing load control switches on their water heater(s) and central air conditioning.

- Single-Phase Rate Code EL04
- Three-Phase Rate Code EL14

#### Small General Service (SGS)

Available to individually metered permanent non-residential Member/Customers whose demand does not exceed 50 kW or whose demand has not exceeded 50kW for a period of 12 months.

- Single-Phase Rate Code EL08
- Three-Phase Rate Code EL18

#### Medium General Service (MGS)

Available to individually metered, permanent Member/Customers whose demand exceeds 50 kW and whose

demand has not exceeded 500kW for a period of 12 months.

- Single-Phase Rate Code EL17
- Three-Phase Rate Code EL20

#### Large Power Service (LPS)

Available to individually metered, permanent Member/Customers who contract for more than 500 kW of demand or whose demand exceeds 500 kW.

- Three-Phase Rate Code EL21
- Three-Phase Industrial Rate Code EL211

#### Large Power Contract Service (LPCS)

Available to individually metered, permanent Member/Customers who contract for more than 500 kW of demand or whose demand has exceeded 500 kW and who have signed a 10-year "Agreement for Electric Service" contract.

- Three-Phase Rate Code EL22
- Three-Phase Industrial Rate Code EL221

#### Security Lighting Service (SL)

Available to any individual Member/Customer, commercial business, or industry for the purpose of supplying dusk-to-dawn lighting to private property, parking lots, private streets and private driveways in all territories served by EnergyUnited.

#### Off-Peak Lighting Service (OPLS)

Available to individually metered permanent non-residential Member/Customers whose primary purpose is outdoor lighting or sports field lighting.

- Single-Phase Rate Code EL88
- Three-Phase Rate Code EL90

#### Small Generation – Purchased Power Service (SGPPS)

Available to individually metered permanent Member/Customers who have interconnected a small generation facility (capacity being less than 20 kW for residential members and less than 100 kW for nonresidential members) with the EnergyUnited electric system and wish to sell all energy generated by their facility to EnergyUnited. The facility must be a qualifying facility as defined by the Federal Energy Regulatory Commission and possess a North Carolina Certificate of Public Convenience and Necessity to receive service under this schedule.

- 0-25 kW generated ELPG1
- More than 25 kW ELPG3

### Appendix 2: Schedule of Fees and Charges Service Rules and Regulations

Section	Description	Amount
101	Membership Fee	\$5
101	Miscellaneous Field Visit Scheduled	
	Next Business Day	\$30
	Unscheduled Same Day Before 4:00 p.m.	\$50
	Unscheduled Same Day After 4:00 p.m.	\$100
	Consumer Problem Charge, Repeat Visits for Similar Requests	
	Scheduled Next Business Day	\$30
	Unscheduled Same Day Before 4:00 p.m.	\$50
	Unscheduled Same Day After 4:00 p.m.	\$100
102	Account Security (deposit)	
	Residential Acceptable Credit	(No Deposit)
102	Account Security (deposit)	
	Residential Unacceptable Credit	\$200 (minimum)
102	Account Security (deposit)	
	Commercial Acceptable Credit	(No Deposit)
102	Account Security (deposit)	



# committed to customer service

Section	Description	Amount	Section	Description	Amount
	Commercial Unacceptable Credit	\$500 (minimum)	302	Late Payment Interest Charge	Maximum allowed by NC Statute
102	Credit Rating Service Fee for business reports	At Cost			
104	Connect/Change Over Charge		305	Check Cashing Fee	\$2
	Scheduled Next Business Day	\$25 + tax		(no check cashed over \$500)	
	Same Day Before 5:00 p.m.	\$50 + tax		Convenience Fee	\$4
	Same Day After 5:00 p.m.	\$100 + tax	306	Returned Check Charge	
	Waived for Capital Credit Changeover	No Charge		(each time returned by bank)	Maximum allowed by NC Statute
104	Temporary Service, BBNC, temporary to permanent, or for new locations		307	Meter Test Charge	\$50
	Scheduled Next Business Day	\$30 + tax	403	Meter Tampering Charge	
	Same Day before 1:00 p.m.	\$100 + tax		Administrative Fee	Maximum allowed by NC Statute
	Same Day after 1:00 p.m.	\$150 + tax			(Plus unmetered power use)
104	Administrative Fee for Construction Related items	15%		Disconnect Fee Emergency	No Charge
104	Administrative Fee for Purchased Items	\$10 min, or		Same Day Before 4:00 p.m.	\$75 + tax
		Cost + tax + 25%		Same Day After 4:00 p.m.	\$125 + tax
104	Temporary Service Extension Fee		404	Remote Disconnect/Reconnect Device Charge	\$30
	Underground Temporary – 5 Feet	No Charge			(Waived if connected with house)
	Overhead Temporary – 100 Feet	No Charge	404	Remote Disconnect/Reconnect Device monthly fee	\$10
	More Than One Pole or Distance	Actual Cost			
104	Underground Locate	Call NC One Call 811			
104	Service Installs (New)		<b>Appendix 3: Definitions</b>		
	Secondary Service Only	No Charge	Acceptable Credit – 1) A score from a credit agency that meets or exceeds the minimum requirements for EnergyUnited.		
	Secondary Service with Primary Extension	Actual Cost	2) A history of payment performance as a Member/Customer of EnergyUnited such that the credit rating on the account shows as Good or Excellent.		
	Electric Service Allowance of \$3,750	Exceeding	Administrative Fee – Additional payment to EnergyUnited based on the actual cost of services provided.		
207	Conversions and Relocations		Applicant – A Member/Customer or prospective Member/Customer who has applied for service.		
	Convert Overhead Secondary Service to Underground Service	\$450	Area Coverage – The public policy of obligating EnergyUnited to provide standard electric service, on a nondiscriminatory basis, to all persons and entities desiring service within a service territory assigned to EnergyUnited.		
	Relocate Underground Secondary Service	\$350	Board of Directors – The Board of Directors, elected on a staggered term basis by the membership, sets policy for EnergyUnited.		
	Convert 3-Phase from Overhead to Underground	Actual Cost	Bulk Feeder – A conductor system transporting the total electrical requirement of an area from a substation or other supply point into such an area, which may consist of several residential developments and other loads.		
	Security Light/Secondary Relocation Line Relocation Fees	Actual Cost	Capital Credits – The amounts of EnergyUnited's net margins allocated to individual Member/Customers and returned on a periodic basis as determined by the Board of Directors.		
	Convert or Relocate Security Light Fixture on Existing Pole	\$40	Clean and Maintained Right-Of-Way – Right-of-way area that is regularly maintained free of logs and brush.		
	Install Security Light Shield	\$75	Contribution-In-Aid Of Construction – Payments required by EnergyUnited from the Member/Customer or applicant for construction-related costs that exceed standard construction costs, as prescribed in these service rules.		
302	Reconnection Charge (Delinquent)		Cost Difference – The amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.		
	Same Day Before 5:00 p.m.	\$50 + tax	Delinquent Bill – A bill for which payment is not received in the office by the close of business on the due date as stated on the bill.		
	Same Day After 5:00 p.m.	\$100 + tax	Electric Service – EnergyUnited's legally imposed duty of		
	Remote Device Reconnect	\$25 + tax			
	Security Light Reconnect				
	Same Day Before 4:00 p.m.	\$50 + tax /per light			
	Same Day After 4:00 p.m.	\$100+ tax /per light			
302	Cut-Off List/Notice Charge	\$15			
	Security Lights Connect	\$30 + tax			
	(Up to 2 lights, fee waived if connected with house)				
	Same Day Before 4:00 p.m.	\$75 + tax			
	Same Day After 4:00 p.m.	\$125+ tax			
	Each Additional Pole	\$150			
302	Prepaid billing program minimum account balance	(\$50)			

supplying to an established point of delivery energy service in the form of a nominal 60 cycle (60 Hz) alternating current of various nominal voltages.

**EnergyUnited** – EnergyUnited Electric Membership Corporation doing business as EnergyUnited. Also, referred to as the Cooperative.

**Foreign Electricity** – Any electricity used by the Member/Customer that is obtained from a source other than the Cooperative. This includes, but is not limited to, power obtained from other power suppliers and customer-owned generators.

**Irrevocable Letter of Credit** – A letter of credit issued by a bank which guarantees credit to an individual/business through collateral.

**Joint Membership** – Persons who qualify to be Members may hold a joint membership in the Cooperative. A joint membership may consist only of a husband and wife, each of whom qualifies to be a member.

**Loss Due to Early Retirement** – The continuing property record cost of the facilities involved, less salvage, plus the costs of removal. The cost shall never be less than zero.

**Maintained Right-Of-Way** – Right-of-way area that is regularly maintained free of logs, brush and tree limbs.

**Margins** – Revenues in excess of expenses of EnergyUnited.

**Member** – A customer and owner of EnergyUnited who has applied for and been accepted into membership of the Cooperative for the purpose of receiving electric service.

**Meter Tampering** – Diversion of power or the unauthorized alteration or manipulation of the Cooperative's meter, wires, seals, or other apparatus in such a way as to prevent the meter from recording or registering the correct amount of electric service supplied to the Member/Customer. This is a misdemeanor under law with subject to penalty and affects the status of the Member/Customer with "acceptable credit."

**Overhead Facilities** – An electrical distribution system having all components installed above ground.

**Point Of Delivery** – The point at which ownership of the electric service is transferred from the seller to the buyer. The Point of Delivery will be where the Cooperative's wiring system terminates in the delivery of electric service to the Member/Customer's wiring system. On overhead services the Point of Delivery will be the weatherhead, and on underground services the Point of Delivery will be the line side of the meter base or at the transformer secondary voltage terminals where applicable; however, the Member/Customer may be required to provide and maintain certain facilities between the Cooperative's facilities and the meter.

**Primary Facilities** – Equipment, including transformation, to supply primary voltage to the owner's property or development.

**Primary Voltage Loop System** – Conductors providing multiple supply routes to more than one transformer serving the load requirement.

**Primary Voltage Radial Extension** – Underground facilities

consisting of a single supply route to a single transformer serving the load requirement of that facility.

**Residential Development** – A parcel of land consisting of 10 or more contiguous lots, planned and developed under common ownership, a plat of which has been recorded and has roads established according to state standards for that type of development.

**Residential Service** – A service is classified as residential if it provides electricity to a single domicile and the majority of the electrical usage is for ordinary domestic purposes associated with the domicile.

**Right-Of-Way** – Area along power lines and around facilities to provide access for EnergyUnited. This area shall remain open and is regularly maintained to keep lines and facilities free of trees and brush.

**Secondary Facilities** – Consists of equipment necessary to provide secondary voltage from EnergyUnited's transformers to the owner's delivery point.

**Service Agreement** – The agreement between EnergyUnited and Member/Customer consisting of the following: request for service by applicant, the payment of membership, connect fees, and deposit, if required; all necessary right-of-way easement, underground agreements, payment of applicable fees, etc.; and a customer orientation packet.

**Service Voltage** – The voltage at the point where the electric systems of the supplier and the user are connected (Point of Delivery). The Service Voltage is usually measured at the service meter base or entrance switch and allowable variations are usually expressed on a 120-volt base.

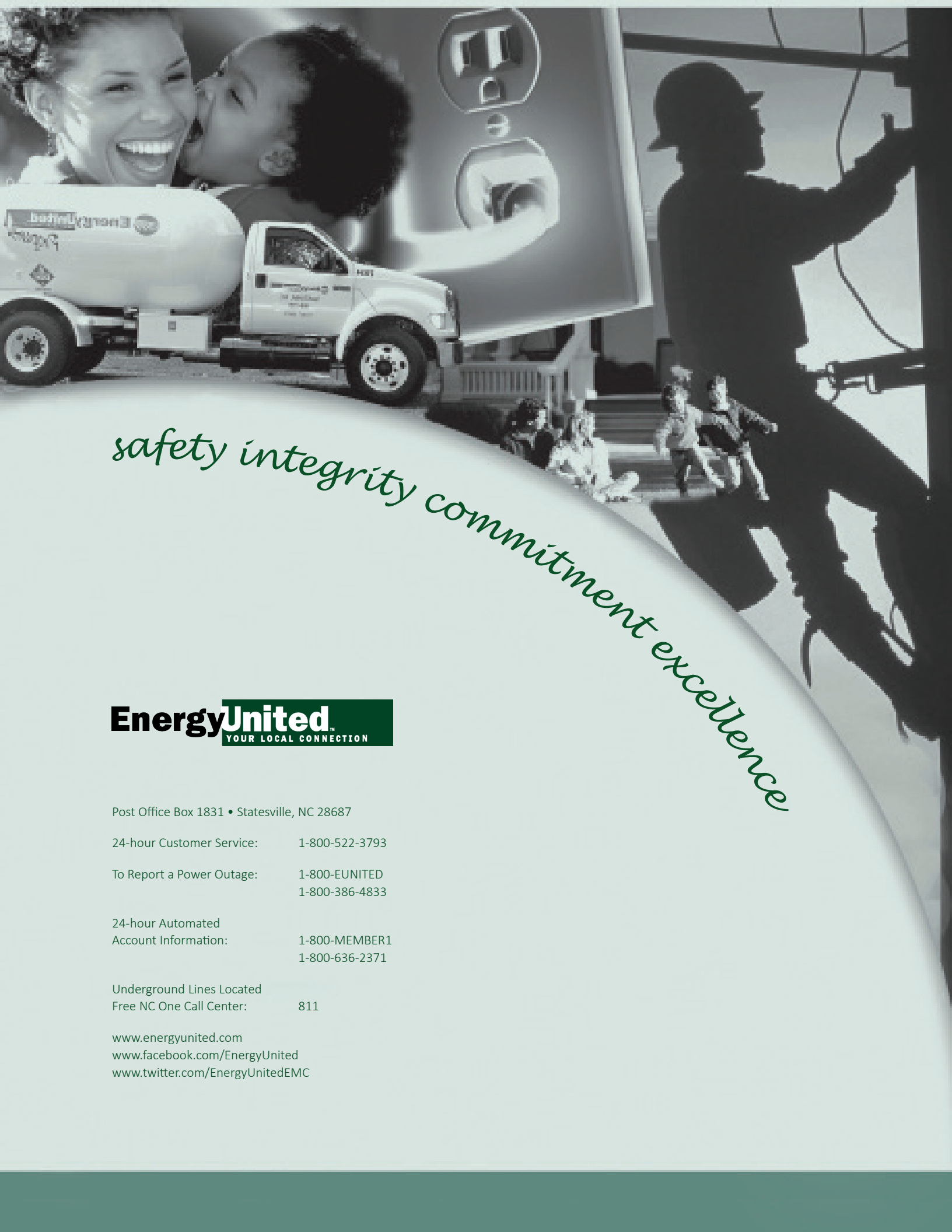
**Standard Service Connection** – Unless otherwise stated or agreed by the Cooperative, the standard service connection will be single phase, 60 cycles per second electric service provided to the point of delivery at the Cooperative's standard supply voltages of 120/240.

**Sub-Feeder** – A conductor system branching off the bulk feeder to supply the requirement of a certain portion of the area. The sub-feeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

**Temporary Service** – Electrical service that is temporary in nature, such as construction projects, rock crushers, asphalt plants, carnivals and fairs, sawmills, mining operations, etc.

**Unacceptable Credit** – 1) A score from a credit agency that does not meet the minimum requirements for EnergyUnited. 2) A history of payment performance as a member/customer of EnergyUnited such that the credit rating on the account shows as Poor or Very Poor.

**Underground Facilities** – An electrical distribution system having some or all components installed below ground.



*safety integrity commitment excellence*

**EnergyUnited**  
YOUR LOCAL CONNECTION

Post Office Box 1831 • Statesville, NC 28687

24-hour Customer Service: 1-800-522-3793

To Report a Power Outage: 1-800-EUNITED  
1-800-386-4833

24-hour Automated  
Account Information: 1-800-MEMBER1  
1-800-636-2371

Underground Lines Located  
Free NC One Call Center: 811

[www.energyunited.com](http://www.energyunited.com)  
[www.facebook.com/EnergyUnited](https://www.facebook.com/EnergyUnited)  
[www.twitter.com/EnergyUnitedEMC](https://www.twitter.com/EnergyUnitedEMC)