

ARTICLE 14

Continuity of Service

Section 1. Regularity of Supply. The Cooperative will use reasonable diligence to provide and maintain uninterrupted service, but in case of cessation, deficiency, variation in voltage, or any other failure or reversal of the service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of Court, interruption of wholesale source, or other acts reasonably beyond the control of the Cooperative, it shall not be liable for damage, direct or consequential, resulting from such interruption or failure.

Section 2. Suspension Without Notice. The Cooperative reserves the right to suspend or to discontinue the supply of electrical service to any member or members without notice for any of the following reasons:

- (a) For repairs, changes or improvements upon any part of the system and for emergency operations.
- (b) For unavoidable shortage due to interruptions in the Cooperative's source of supply.
- (c) Whenever such action is necessary to protect the Cooperative from fraud or abuse such as, but not limited to, meter tampering.
- (d) Upon cancellation of contract.
- (e) For PrePaid accounts whose balance has gone below zero.

Section 3. Suspension or Disconnection with Reasonable Notice. The Cooperative reserves the right to discontinue service on written notice. The notice will be deemed mailed and delivered when deposited in the United States mail.

Reasons for Disconnection are as follows.

- 1.) For non-payment of bill.
- 2.) For Nonsufficient fund check or e-check.
- 3.) If entry to its meter or meters is refused or if access thereto is obstructed or hazardous.
- 4.) For failure to sign and return the membership application within 10 days of connection.
- 5.) Failure to pay construction costs or meter loop charges within a 90-day period.

6.) For suspected meter tampering.

Section 4. Exceptions to Established Disconnection Policies. Payment agreements to extend the disconnect date may be granted upon review of the account's credit and payment history by a member services representative. Longer, extended disconnect dates may only be granted in exceptional cases by management.

Section 5. Reconnection Charge. Where service has been suspended or discontinued for nonpayment of bill, cancellation of contract, or for any act of a member, there shall be a reconnection charge during normal business hours to be paid at the time of reconnection, and no reconnection shall be made unless all past due bills or sums due the Cooperative by the member have been paid in full and the necessary deposits paid; or unless other approved arrangements have been made with the billing department. If said reconnection occurs after normal business hours the fee is increased.

(a) Whenever a service has been voluntarily disconnected and is then reconnected within a 12 month period, the member will be assessed a reconnect fee which will be the larger of the following amounts:

- (1) The monthly facility charge times the number of months disconnected.
- (2) The monthly transformer minimum times the number of months disconnected.

Section 6. Nonsufficient Funds Check. If a member has a returned check and fee that has not been paid by the date specified in the notification, the account may be subject to immediate disconnect. If two NSF checks have been received within a 12-month period, the account will be placed on a cash-only basis for a period of 12 months. With a good credit payment history during the 12 months, the account will be removed from the cash-only basis.

PrePaid accounts with an NSF may disconnect without notice at the next business day's balancing if the account balance goes below zero.