

TERMS OF MEMBERSHIP AND ELECTRIC SERVICE

1. Any person or business (hereinafter called the applicant) applying for membership in Sussex Rural Electric Cooperative (hereinafter called the “Cooperative”) agrees to pay the sum of \$5.00 for membership, for which a membership certificate will be issued to the applicant.
2. Applicant further agrees to place on deposit a sum to guarantee payment for electric energy used if such a deposit is determined to be required; such deposit to be determined according to the Cooperative’s then current deposit policy, a copy of which will be made available to the applicant upon request.
3. When the Cooperative makes electric energy available, the applicant agrees to purchase from the Cooperative and pay monthly to the Cooperative for all electric energy used on the premises described below in accordance with the applicable service classification and rules and regulations as may be established from time to time by the Cooperative.
4. Applicant agrees that applicant’s premises shall be wired in accordance with the National Electric Code, as established by the National Board of Fire Underwriters. Applicant hereby releases the Cooperative from any and all liability of every kind and nature for damage which may occur from defective wiring of said premises and hereby agrees to hold the Cooperative harmless from any and all such liability.
5. Applicant agrees to grant and secure the necessary easements and right-of-way to provide service to applicant’s property free of charge. Applicant hereby further agrees that the Cooperative shall have access to the premises as necessary for meter reading and for installation, replacement, repair and maintenance of such facilities of the Cooperative on the applicant’s premises as are necessary or appropriate in the Cooperative’s judgment to the provision of safe, adequate and proper service. Applicant further agrees to the continued presence on the premises served of those facilities of the Cooperative now in place including, but not limited to, meters, wiring, load management devices and related equipment as well as the replacement and repair thereof. Applicant hereby accepts all obligations and rights with respect to the presence, maintenance, installation, replacement and repair of the facilities of the Cooperative now in place at the premises which accrue to the Cooperative by virtue of agreements or understandings made with previous owners or occupants of the premises served.
6. Applicant will comply with and be bound by the provisions of the bylaws and rules and regulations of the Cooperative now in force or as may be adopted from time to time. Applicant agrees that Capital Credits accrued on the applicant’s behalf, when retired, may be applied to outstanding indebtedness owed by the applicant or to establish or augment applicant’s security deposit. Applicant hereby irrevocably waives any relevant statute of limitations as a defense to any claim made by the Cooperative, by way of set-off of Capital Credits for any amounts which become due, or which are claimed to have become due to the Cooperative from that member during his or her membership. Such waiver shall continue in effect notwithstanding any subsequent termination of membership.
7. If the property for which service is being provided is or becomes a rental property, the account will automatically revert to the property owner upon tenant vacating the property.
8. Applicant agrees to provide two days’ notice prior to vacating any property served by the Cooperative. Such notice may be either verbal or written. Until such notice is given, the applicant acknowledges and agrees that they are responsible for all electric usage.

WHAT IS LOAD CONTROL?

Your cooperative has been using load control for over 20 years to reduce the amount of on-peak, maximum-cost power it must purchase, those savings going directly to the bottom line. This has been an essential element in our strategy to keep member rates low.

During peak demand periods as declared by regional system operators, we turn off the electricity to connected equipment, usually electric water heaters. Between September and May, load control can occur weekdays between 7 AM and 11 AM and between 5 PM and 10 PM. From May to September, it can occur between Noon and 7 PM, also on weekdays. Finally, the system is exercised at least once a month for system testing purposes. Participants have access to the hot water in their tank, with what they use being reheated after the control period. The vast majority of participants never know they have been controlled.

Control periods can last from 2 – 4 hours, depending upon the need.

There is no cost to you, the member to participate and you receive a portion of the savings in the form of a \$2.00 monthly credit. The rest reduces our total power costs, benefitting every member.

If the program should become inconvenient, we can adjust the control parameters to satisfy your new needs.

CONSENT TO INSTALL LOAD MANAGEMENT DEVICE

1. I consent and agree to have a Demand Reduction Unit (DRU) device installed on my electric appliances and equipment as noted on the other side of this form for the purpose of reducing the kilowatt demand during system peak situation.
2. I understand that there will be no charge to me for the equipment, its installation or removal (except as noted herein) and that the equipment shall remain the property of Allegheny Electric Cooperative, Inc.
3. I agree to permit Sussex Rural Electric Cooperative (SREC) employees and its contractors to enter my premises at reasonable hours and with prior notice to install the DRU, to conduct maintenance and to replace or remove the DRU as necessary. I will also allow SREC employees and its contractors to fix, within reason, electrical code violations that impede the installation of the DRU.
4. I also have the right to request the removal of said DRU equipment, if I so desire. With the following conditions pending: *I understand that once the DRU has been installed and is verified as operational, I will receive any rebates being offered by SREC as part of this program. It is also noted that upon receiving any and all rebates that the DRU must remain in place for two (2) years or my account may be charged for the removal of said DRU and a prorated portion of the incentive.*
5. I understand that the equipment noted on the other side of this form will be controlled in a diligent and reasonable manner as necessitated by load curtailment requests upon SREC by its suppliers and as necessary to insure the proper functioning of the DRU system.
6. I understand that any tampering with or disconnection of the DRU device will result in its immediate removal with the cost of removal and a prorated share of incentives being charged to my account.



STANDARD TERMS AND CONDITIONS

Sussex Rural Electric Tariff

8 – Deposits, Meter Reading, Billing and Payment

- 8.01 Deposits and Guarantee. All requests for the supply of electric service will be reviewed to determine if a deposit is required. If so, the deposit will be categorized as a level one or two. The deposit will be held as security for payment of future and final bills. The deposit will be refunded if the member remains in good standing for a period of twelve consecutive months. The Cooperative will not commence or continue to render service until the required deposit is paid.

The deposit categories are as follows:

Level One

Amount equal to the estimated bills which could accrue for two months' under normal service at the applicable rate schedule, but not less than \$200 for all-electric service and \$100 for non-all-electric service.

Level Two

Amount equal to the estimated bills which could accrue for three months' under normal service at the applicable rate schedule, but not less than \$300 for all-electric service and \$200 for non-all-electric service.

A consumer taking service for a period of less than 30 days may be required to deposit an amount equal to the estimated bill for such temporary period.

Existing consumers whose service has been disconnected for non-payment of bills or have a history of delinquent payments with the Cooperative, must provide a deposit equal to the estimated bills which could accrue for three months' under normal service at the applicable rate schedule, but not less than \$300 for all-electric service and \$200 for non-all-electric service. The deposit, plus payment of all arrears and reconnection charges must be made before service is restored.

Consumers in bankruptcy must furnish adequate assurance of future payments in the form of a deposit acceptable to the Cooperative within 20 days after the bankruptcy is filed. The Cooperative may alter, refuse or disconnect service if deposit is not received.

Deposits for residential consumers may be made by cash, personal check, money order, credit card or certified check. Deposits made using a credit card will be assessed a convenience fee determined by the processing bank.

STANDARD TERMS AND CONDITIONS

All deposits, unless otherwise noted, shall bear simple interest as determined by the Board of Directors, provided deposit remains with the Cooperative for a period of three months or longer.

Deposits for non-residential consumers are dependent upon the type of service, estimated usage and previous history, if any, with the Cooperative. Non-residential consumers deposits will be determine on an individual basis.