

The cooperative's bylaws, rules and regulations are supplemental to this tariff and are incorporated herein.

RULES AND REGULATIONS

PREFACE

These Rules and Regulations are part of the Electric Service Agreement between the Cooperative and the Customer. Promulgated in compliance with Chapter 66 of the Kansas Statutes Annotated and they have the force and effect of law. They are subject to change from time to time, and upon approval with the Cooperative Board of Trustees become effective and binding as a matter of law without any further notice. There is intended to be no inconsistency between these Rules and Regulations and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules shall prevail. Copies of these Rules and Regulations may be reviewed or obtained by any Customer at the Cooperative's principal place of business.

Effective May 23, 2016
Month Day Year

By Scott Whittington
General Manager

DATE May 23, 2016

LYON-COFFEY ELECTRIC COOPERATIVE, INC.
By Robert Converse
Board President

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SECTION 1 – DEFINITIONS

SEE PREFACE

In addition to the usual meaning, all words or terms used in these Rules and Regulations in Rate Schedules and in Electric Service Agreements are intended to have the meanings regularly ascribed to them by the electric industry. The following terms, unless otherwise indicated therein shall have the specific meaning given below:

A. COOPERATIVE: The Lyon-Coffey Electric Cooperative, Inc., Burlington, Kansas 66839, (620) 364-2116, which furnishes electric service under these Rules and Regulations.

B. COMMISSION: The State Corporation Commission of the State of Kansas, Fourth Floor, State Office Building, Topeka, Kansas 66623, or any successor such Commission having jurisdiction of the subject matter hereof.

C. CUSTOMER: Any person, partnership, association, firm, public or private corporation, or governmental agency apply for or using electric service supplies by the Cooperative.

D. RESIDENTIAL CUSTOMER: A customer applying for or using electric service at a home or farm service location occupied as a place of residence.

E. TOWN: The area within the incorporated boundaries of communities for which the Cooperative may have.

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F. VILLAGE: The area within the unincorporated boundaries of communities for which the Cooperative may have.

G. RURAL: All areas not included in the Town or Village area for which the Cooperative may have.

H. ELECTRIC SERVICE AGREEMENT: The application, agreement, or contract, pursuant to which the Cooperative supplies electric service to the Customer.

I. MULTIPLE RESIDENTIAL COMPLEX: Includes newly constructed mobile home courts and apartment buildings, as well as, renovated mobile home courts and apartment buildings where the renovation costs exceed fifty percent (50%) or more of the value of the building or structure. The term does not include: (a) operations catering predominately to transients such as hotels, motels, hospitals, rooming or boarding houses, recreational travel trailer parks, dormitories, rest homes, orphanages, and eleemosynary institutions or: (b) buildings and structures used essentially for general office, commercial, or industrial purposes.

SECTION 2 – APPLICATION FOR SERVICE AND AGREEMENTS:

A. APPLICATION BY CUSTOMER: Application for electric service will be made in writing by Customer to Cooperative on the Cooperative's Standard Agreement for Electric Service and Membership form, although the Customer may at the discretion of the Cooperative be connected based on an oral request. This Application becomes an Electric Service Agreement or contract when accepted in writing by the Cooperative, or upon

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establishment of service. The Cooperative may require a separate Electric Service Agreement for each class of service at the same or at each separate location.

B. ADDITIONAL PROVISIONS:

(1) Electric service will be supplied to the Customer under the provisions of the Cooperative's Articles of Incorporation, Bylaws, Customer's Electric Service Agreement, the Cooperative's applicable Rate Schedules, and all Rules and Regulations adopted by the Board of Trustees, as such rules and regulations may be altered or amended by the Board from time to time, and any special Contract or Agreement with the Customer. The taking of electric service by a Customer will constitute acceptance of, and an Agreement to be bound by, all such provisions. Any changes in Articles, Bylaws, Rate Schedules, or Rules and Regulation will act as a modification of the Electric Service Agreement then in existence without further notice to the Customer.

(2) The Customer will furnish upon request sufficient information relative to the size and characteristics of the load; the location of the premises to be served; and information needed to designate the class or classes of electric service to be supplied and the conditions under which it will be supplied.

C. RATES: Rates for electric service will be those of the Cooperative currently in effect subject to applicability to the Customers and currently in effect subject to applicability to the Customers and subject to change as provided by law. Copies of the Rate Schedules currently in effect may be reviewed by any Customer at the Cooperative's principal place of business or where they have been filed of record. Customer's eligibility for service under any particular rate schedule shall be determined solely by the Cooperative based upon the eligibility criteria

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set forth in the rate schedule. In the event that the Customer is eligible for service under one or more rate schedules, it shall be the sole responsibility of the Customer to determine the rate schedule under which the Customer will receive service. **In the event** that Customer makes no such election, the Cooperative may provide service under the rate schedule which the Cooperative determines to be applicable to the Customer. The Cooperative shall not be liable, and shall be held harmless, from Customer's failure to elect the appropriate rate schedule under which service shall be provided.

D. TERM OF CONTRACT: Unless otherwise specified, Electric Service Agreements for New Construction will be effective for an initial period of one (1) year commencing on the date that service is made available to the Customer. When justified by the particular service requirements, the Cooperative may require a contract period commensurate with the Customer's electric service requirements and the necessary service facilities and equipment. Service will be continued after the expiration of the initial contractual period canceled by the Customer upon proper notice to the Cooperative.

E. TEMPORARY SERVICE:

(1) Additional Charge: Temporary service may be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there will be an additional charge paid in advance before service is established determined as follows;

(a) An amount equal to estimated labor, overhead and expendable material charges for both installation and removal of the temporary service, but in no event less than the Temporary Service Minimum Fee as filed in the Service Fees Rate Schedule; plus

(b) A security deposit or deposits, if required and in accordance with these Rules and Regulations.

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(2) Refund to Customer: Upon removal of said temporary service, all non-rate schedule charges in excess of the Temporary Service Minimum Fee or the actual cost to the Cooperative, whichever is the greater, will be refunded to the Customer after his Customer's bills for electric service have been paid.

F. CHANGE IN OCCUPANCY: When a change of occupancy is to take place on any premises supplied with electric service by the Cooperative, the outgoing Customer will give written or oral notice to the cooperative's office not less than seven (7) days prior to the date of change. The outgoing Customer will be held responsible for payment of all electric energy recorded by the meter until the requested time of termination. If no such notice is given, the outgoing Customer will be held responsible for electric energy recorded during the time in which the account continues to be in the Customer's name as shown by the records of the Cooperative. The Customer will not by such notice be relieved of any obligations already accrued under the Electric Service Agreement or other contract with the Cooperative.

G. RE-SELLING OR REDISTRIBUTING OF SERVICE: The electric service provided is for the sole use of the Customer and the Customer will not sell, share, or re-deliver electric service to any person, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule will be sufficient cause for discontinuance of service under Section 5 A (1)(h).

SECTION 3 – CREDIT AND SECURITY DEPOSIT REGULATIONS:

A. ESTABLISHMENT AND MAINTENANCE OF CREDIT:

(1) Credit Information: The Customer may be required to provide reasonable credit information to the Cooperative before service is made available. The credit information will be

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requested and provided on the Electric Service Agreement form. The Cooperative may request positive identification (identified as photo with name) from Residential Customers. If positive identification is not immediately available, a Customer providing a full deposit should have at least thirty days to secure positive identification.

(2) Security Deposit Required: The Cooperative may, at the time of Application for service, require a security deposit to guarantee payment of bills for electric service rendered if:

(a) The Cooperative establishes that the Customer has an unsatisfactory credit rating, defined as more than two (2) delinquent payments with a current Electric Utility in the last 12 months, has an insufficient prior credit history upon which a credit rating may be based, or an unsatisfactory credit score.

(b) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of a utility within the last five (5) years.

(3) The Cooperative may at any time after application for service, upon five (5) days written notice, require a deposit to guarantee payment of bills for utility service rendered if:

(a) The Customer has outstanding, with the Cooperative, an undisputed and unpaid service account which accrued with the last five (5) years if the Service Agreement was signed, or three (3) years if service was provided after an oral agreement alone.

(b) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of the Cooperative within the last five (5) years.

(c) The Customer fails to pay an undisputed bill before the delinquency date for three (3) billing periods within the past 12 months.

(4) No deposit will be required because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

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(5) Guaranty or Surety Bond: In lieu of requiring a security deposit, the Cooperative may accept the written guarantee of any of its members in good standing with the Cooperative with no deposit on file as surety for a Member's Electric Service Agreement. The Cooperative shall require the Guarantor to sign an agreement allowing the Cooperative to transfer the Customer's debt to the Guarantor's account. In the event the Customer's debt is transferred to the Guarantor's account, the Guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section 5. The Cooperative will not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit. The Guarantor of a member will be released upon non-delinquent payment of all undisputed proper charges for electric service as outlined in Section 3 D or upon termination of service and payment of service bills.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND:

(1) For Residential and General Service Small Customers, the amount of the cash security deposit or surety bond required will be twice the average two months bills or the minimum deposit set by the Board of Directors, whichever is more. The security deposit of Customers of Residential or General Service Small Customers will be payable in full.

(2) For other than Residential or General Service Small Customers, the cash deposit or surety bond will not exceed the amount of that Customer's projected largest two (2) months' bills. The security deposit of Customers other than Residential or General Service Small Customers will be payable in full.

(3) Security deposits will be non-transferable from one Customer to another; however, upon termination of the Customer's service at the service address, the Cooperative may transfer the security deposit to the Customer's new active account. Disconnection for non-

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payment of security deposit will be governed by Section 5 A (1)(e) of these Rules and Regulations.

C. SECURITY DEPOSIT RECEIPTS:

(1) The Cooperative will maintain a record of all security deposits received from Customers showing the name of each Customer, the customer account number for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest earned.

(2) When the Cooperative accepts a security deposit, a receipt will be issued to the customer. In addition, information regarding the security deposit terms and conditions will be included in the new member packet and listed on the electric service agreement. Deposits taken from nonresidential customers may be retained until termination of service.

D. REFUND OF SECURITY DEPOSIT.

(1) Upon termination of service, the Customer's deposit will be refunded less any unpaid bills including simple interest at the rate outlined in the new member packet provided that Customer has paid all bills due the Cooperative; and has allowed the Cooperative to remove its meters and equipment in an undamaged condition.

(2) Security deposits taken from Residential Customers who make non-delinquent payments of undisputed bills for electric service for twelve (12) consecutive months with no undisputed bill unpaid after 30 days beyond due date, will be either credited with simple interest as provided above to their utility bills or, if requested, refunded. The month(s) of a disputed bill(s) will be ignored in this calculation.

(3) Interest payments on residential or non-residential deposits will be credited to the Customer's bill once a year.

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E. SECURITY DEPOSIT NOT A WAIVER: The fact that security deposit or guarantee has been made will in no way relieve the Customer from complying with the Cooperative's Rules and Regulations pertaining to payment of bills, nor will it constitute a waiver or modification of the regular practices of the Cooperative providing for disconnection of service for non-payment of sums due the Cooperative for service rendered.

SECTION 4 – BILL PAYMENT:

A. PAYMENT OF BILL: All bills for electric service are due and payable upon receipt. Normally, bills will be sent by mail; however, the non-receipt of a bill by a Customer will not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

B. CONTENTS OF BILL:

(1) The Cooperative will normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, self-billing, turn-around, or other basis at the sole discretion of the Board of Trustees. Each service bill issued to a Customer will show:

(a) The beginning and ending meter registration for the reading period, except that estimated billings will disclose that it is based on estimated usage.

(b) The date of the meter reading and the date of the bill.

(c) The final date by which a payment can be received before a delinquency charge is imposed.

(d) The actual or estimated usage during the billing period.

(e) The amount due for prompt payment and the amount due after delinquency in payment.

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(f) The fuel, power or energy cost adjustment in cents per kilowatt hour (¢/kWh) and the total amount of the adjustment due, if applicable.

(g) The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection, installment payments, and other utility charges authorized by the Board of Trustees.

(h) The total amount due for the current billing period;

(i) The amount due for franchise and sales taxes and research and development surcharges stated separately; and

(j) The address and telephone number of the Cooperative where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise express a concern.

(2) The Cooperative may include on the bill for utility services other charges for special services designated clearly and separately from charges for utility service. Special charges are those not authorized by tariff, or otherwise specifically regulated by the Board of Trustees, such as the sale of merchandise, insulation or services performed in connection with such sale. If the Customer makes a partial payment for the total bill, the Cooperative will credit payment: (a) first to additional utility charges (such as disconnection/reconnection fees), (b) then to the balance outstanding for utility service beginning with the oldest service debt, and (c) then to special charges as defined above.

(3) If the Customer is paying under the Budget Payment Plan, each bill will also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage in dollars, to date.

(4) The Customer's bill will also show any adjustment to previous billings based on estimated usage or Customer meter readings after actual usage has been determined from a

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meter reading by the Cooperative. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading by the Cooperative. If the adjustment shows a net balance due the Cooperative, the Customer will be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer will be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.

(5) If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts will be printed on the bill and clearly labeled.

C. METER READING PERIODS: Unless otherwise provided in the Rate Schedules, meters will be read at intervals approximating the billing period. The Cooperative reserves the right to adopt a plan dividing territory served into districts and of reading meters in each district at a selected time period.

D. ESTIMATED USAGE:

(1) The Cooperative may render a bill, other than a final bill when service is discontinued or an initial bill, based on estimated usage pursuant to estimating procedures approved by the Board of Trustees if the bill is rendered:

(a) To Seasonal Customers, provided an appropriate Rate Schedule is on file at the Cooperative and an actual reading is obtained before each change in the seasonal cycle.

(b) When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Cooperative's control prevent actual meter readings.

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(c) When the Cooperative is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and efforts to obtain a Customer reading of the meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings are unavailing; or

(2) The Cooperative may render a bill based on estimated usage when the Customer is paying under the Budget Payment Plan (See J in this Section) for usage where payments are based upon an estimated or projected average usage. The disclosures in Section 4 B(2) must be made on the bill and actual meter readings must also be made for Customers using the Budget Payment Plan, except as otherwise provided by F(1) in this Section.

(3) When the Cooperative renders an estimated bill in accordance with this Section it will:

(a) Maintain accurate records of the reasons therefore and efforts made to secure an actual reading.

(b) Clearly disclose on the bill that it is based on estimated usage; and

(c) Make any appropriate adjustment upon subsequent reading of the meter.

(4) All adjusted bills and bills covering more than a one month period will be based on increasing the length of the rate blocks according to the number of months involved, i.e., the rate blocks will be doubled for a two month reading, tripled for a three month reading, etc. Adjustments will not be prorated for less than a one month period. Adjusted bills will show the credit due the Customer for amounts paid that were based on the Customer's readings or the Cooperative's estimate and will show the balance due and payable.

(5) Fuel, power, or energy cost adjustments covering more than a one month period will be based on the most recent adjustment clause tariff currently in effect.

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G. CASH PAYMENT: The Cooperative may require that the Customer make payment of bills by cash, certified checks, or money orders. The Cooperative will give seven (7) days notice to the Customer whenever checks will no longer be accepted for payment of bills.

H. RETURNED CHECK CHARGE: The Cooperative may require a Returned Check Charge, up to the maximum amount allowed by law, from the Customer for checks returned for insufficient funds or any other reason.

I. TAX ADJUSTMENT:

(1) Special Taxes: When any city, county, state, or other taxing sub-division imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on the Cooperative, the amounts thereof insofar as practical, will be charged on a prorata basis to all Customers receiving electric service from the Cooperative within the boundaries of such taxing sub-division. This tax charge, in all cases, will be in addition to the regular charges for electric service.

(2) Gross Receipts Tax: Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each affected Customer's bill, and the amounts so computed will be added to each Customer's regular billing until such Customer's proportionate share of the total tax is paid. The prorata tax applicable to each Customer will be identified on the Customer's billing as such.

J. RESIDENTIAL BUDGET PAYMENT PLAN:

(1) Availability: The Budget Payment Plan is, by mutual agreement between the Customer and the Cooperative, available to any qualifying Town, Village or Rural Residential Customer.

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(2) Estimated Bills: At the request of any qualifying Customer, the Cooperative will submit an estimated bill based on the average of the bills rendered for the current month and the preceding eleven months or an estimated bill for electric service to be rendered during the contract period, which divided by the number of months in such contract period, will be the monthly installment.

(3) Conditions of Budget Payment Plan: The Customer will be entitled to receive electric service under the Budget Payment Plan provided Customer will agree:

(a) To pay each monthly installment on or before the due date thereof.

(b) To pay the late payment charge provided in these Rules and Regulations if a bill become delinquent.

(c) That failure to pay any monthly installment on or before the delinquent date will be cause for termination by the Cooperative of the Budget Payment Plan with respect to Customer, in addition to other remedies permitted by these Rules and Regulations.

(d) That the estimate will apply only to the premises then occupied by Customer and that if such premises are vacated during the period covered by said estimate, the Budget Payment Plan with respect to Customer will immediately terminate.

(e) That if the Budget Payment Plan is terminated, any amount or amounts payable by or due to Customer on account of the metered service during the period covered by the plan will be billed or credited to Customer at once.

(f) That until terminated by either party, the Budget Payment Plan will be renewed automatically.

(g) That the Budget Payment Plan may be periodically reviewed by the Cooperative and the monthly installment payment will be revised if it appears at any time on review that the debit or credit balance at the end of the contract period will substantially exceed the estimate; and

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(h) That the difference between the accumulated total amount of the Customer's billings determined by metered usage, and the accumulated total of the amounts paid before the final month of the contract period will be charged or credited, as the case may be, to the service bill for the final month of such contract period which will be subject to current settlement before the start of the next contract period.

K. DELINQUENT BILLS:

(1) Bills for electric service will be deemed delinquent if payment thereof is not received by the Cooperative or its authorized agent on or before the date stated on the bill.

(a) Arrearage Average Payment Plan – The Cooperative may offer an average payment plan to Residential Customers with arrears. The Customer may have up to 12 months to pay off an arrearage with the initial payment being the arrearage plus the bill for consumption during the most recent billing period for which service was provided, divided by 12. Arrearages from a previous Arrearage Average Payment Plan must be paid off before entering into this plan.

(2) When a bill becomes delinquent, a late payment charge in an amount equal to five percent* (5%) of the delinquent amount owed for current electric service will be added to the Customer's bill and collection efforts by the Cooperative will be initiated.

(3) If the last calendar day for remittance falls on a day when the Cooperative's office is not open to the general public, the final payment date will be extended through the next business day.

**Board approved establishing delinquent penalty at five percent effective May 1, 2007.*

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L. DEFAULT:

(1) Failure of the Customer to conform to these Rules and Regulations or to pay any amount due the Cooperative under the Customer's Electric Service Agreement in the full amount due before becoming delinquent will constitute a default by the Customer in his or her Electric Service Agreement.

(2) The Customer's obligation to pay the amount due the Cooperative under the Customer's Electric Service Agreement will be separate from other obligations and claims between the Cooperative and the Customer. Failure by the Customer to pay obligations to and claims by the Cooperative other than amounts due the Cooperative under the Customer's Electric Service Agreement, will not constitute a default justifying discontinuance of electric service under Section 5 of these Rules and Regulations. Failure of the Cooperative to pay obligations to or claims by the Customer, or to give the Customer credit therefore, will not justify failure by the Customer to pay the amount due the Cooperative under the Customer's Electric Service Agreement nor prevent default by the Customer.

M. COLD WEATHER RULE:

(1) The provisions of the Cold Weather Rule (CWR) establish the disconnection procedures for any qualifying Kansas Residential Customer of the Cooperative throughout the cold weather period, which extends from November 15 through March 15.

(2) The Cooperative will not disconnect a Customer's service between November 15 and March 15 when the local National Weather Service office forecasts the temperature will drop below 35 degrees Fahrenheit within the following 24 hour period unless:

- (a) It is at the Customer's request.
- (b) The service is abandoned.
- (c) A dangerous condition exists on the Customer's premises.

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(d) The Customer violates any rule of the Cooperative which adversely affects the safety of the Customer or other persons, or the physical integrity of the Cooperative's delivery system; or

(e) The Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), electric service situated or delivered on or about the Customer's premises.

(f) At the cooperative's discretion a remote Disconnect Switch may be installed. Such switch shall be used to disconnect the service when the temperature is above 35 degrees. Power shall be restored when the temperature falls below 35 degrees (see section 5F Remote Disconnect Switch Procedure). In any of these situations, the Cooperative may disconnect the service immediately. Services disconnected under (c), (d) or (e) above may be restored as soon as possible after the physical problems as defined in (c), (d) and (e) above have been corrected.

(3) Responsibilities of the Cooperative: The day prior to disconnection, the Cooperative may make at least one telephone call attempt with the Customer of record or make one attempt at a personal contact with the Customer of record on the day prior to termination of service.

N. PREPAYMENT PROGRAMS

Lyon-Coffey Electric Cooperative, Inc. (LCEC) Prepay Program is a prepayment alternative to the traditional billing service. Traditional billing service is provided on the basis that the member pays for their energy after the service has been used. The Prepay Program allows the member to pay before the energy is used. The Prepay Program is available to any new or existing customers under the Rural Domestic Service rate (#1) and the Urban Residential rate (#2). The Prepay Program offers members the opportunity to purchase their

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energy in the amounts needed and when needed without the concern about late charges or large deposits. Account balances are updated daily.

(1) New Member

(a) Shall complete the membership application and pay the applicable membership fee.

(b) Complete the Prepay Program agreement and pay a 1 time activation fee of \$20.00.

(c) Deposit at least \$50 into their Prepay account.

(2) Existing Member

(a) Must have past due, current and unbilled usage paid in full

(1) Existing deposits will be applied against any amount outstanding first with the remainder (if any) will be applied as a credit to the Prepay account.

(b) Complete the Prepay Program agreement and pay the 1 time activation fee of \$20.00.

(c) Deposit at least \$50 into their Prepay account.

(3) Prepay Members

(a) Payments after the initial set up of the program can be no less than \$25 for each payment.

(b) Payments can be made by any method acceptable to LCEC.

(c) Electricity usage (kwh) and prorated fixed charges, e.g. basic service charge, security light charge, etc. will be posted against the account balance on a daily basis. In the event that a daily reading is not available for billing, an estimated meter reading will be used and trued-up in a subsequent billing calculation. Fixed charges are billable even if the electric service is interrupted.

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(d) A Prepay account that does not have a credit balance after the daily prepaid bill calculation will be subject to disconnection. Service will be restored once a payment is made for the new account balance plus a minimum \$25 of available credit.

(4) Cancellation of Service

(a) A member may cancel the Prepay Program and request the traditional billing service under the applicable rate. The member may not subsequently request the Prepay Program for at least one year after the effective date of cancellation. LCEC staff shall determine the deposit requirement.

(b) Members who have the Prepay Program for fewer than three months and choose to request service under the traditional billing service may be required to pay the then-current trip charge, to cover the cost associated with the removal of the meter and pay a deposit. LCEC shall determine the deposit requirement.

(5) Disconnection of Service

(a) In lieu of written notice of disconnection, LCEC will provide program participants with a notice by E-Mail to alert them when the account balance is at or below an estimated 5 days of usage. It is the member's sole responsibility to provide LCEC with current and correct contact information for such notification message. It is not LCEC's responsibility to verify delivery of the notification. It will not prohibit LCEC from disconnecting service if it cannot deliver the notice message due to insufficient or incorrect information.

(b) Any account on the Prepay Program will not receive a monthly bill, nor will LCEC send by U.S. Mail a written past due notice. Any account with a \$-0- balance or amount due will be disconnected without further notice.

(c) Any charges incurred by LCEC as a result of insufficient fund checks/electronic fund transfers or returned credit card payments associated with this

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payment program shall be applied immediately to the account balance and may result in disconnection of service.

(d) LCEC will disconnect any account that maintains a \$-0- balance. If the \$-0- balance remains for a period of 60 days, the membership is closed. Any member's account disconnected for such reason must make application to re-establish service.

(6) Miscellaneous

(a) A member electing Prepay service assumes full responsibility, holds harmless, and indemnifies Lyon-Coffey Electric Cooperative, Inc. from any liability for any consequences, including personal injury, death or property damage, stemming from actions the member may undertake or cause to be undertaken from failure on the part of the member to make timely purchase of electricity to maintain uninterrupted electrical service.

(b) The member electing Prepay service will be subject to immediate disconnection any time the account does not have a credit balance. The member understands that medical conditions, LIHEAP eligibility and/or inclement weather will not postpone or delay disconnection.

(c) Prepay accounts are not eligible for payment arrangements. A promise or commitment to pay by any third party including the Low Income Heating Assistance Program (LIHEAP) will not prevent the disconnection of the service. Payments received from any third party will only be posted to the account upon actual receipt of the funds.

SECTION 5 – DISCONTINUANCE OF SERVICE:

A. COOPERATIVE'S REFUSAL OR DISCONTINUANCE OF SERVICE:

(1) For the following reasons electric service may be refused or discontinued by the Cooperative:

- (a) When requested by the Customer.
- (b) When the service is abandoned.

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(c) Upon ten (10) days written notice, when Customer's bill for electric service or other charges becomes delinquent, as provided in Section 4 K, whether the bill is based on Customer's meter reading, Cooperative's meter reading, or Cooperative's estimate of usage.

(d) Immediately, when an unsafe or dangerous condition exists on the Customer's premises.

(e) Upon ten (10) days written notice, when the Customer fails to provide credit information, security deposit or guarantee as set forth in Section 3 A, or has a previous undisputed and unpaid separate account for electric service with the Cooperative.

(f) Upon the occurrence of either ten (10) days written notice or 48 hours after a personal or phone contact is made with the Customer of record, whichever occurs first, or when the Customer is proved to have misrepresented his or her identity for the purpose of obtaining electric service.

(g) Upon 48 hours written notice, when Customer refuses to grant Cooperative personnel access during normal working hours to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement.

(h) Immediately, when the Customer violates any rule of the Cooperative that adversely affects the safety of the Customer or other persons, or the integrity of the Cooperative's delivery system; or

(i) Immediately, when Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), Cooperative's service situated on or about the Customer's premises. However, if the Cooperative has knowledge that persons other than the Customer's family are residing at the premises, the Cooperative will give such persons a two (2) day written or twenty-four (24) hour oral notice prior to discontinuance.

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(2) None of the following reasons will constitute sufficient cause for the Cooperative to threaten or discontinue electric service or threaten or refuse service:

(a) The Customer's failure to pay for service received at a concurrent and separate metering point, residence or location if there exists a legitimate, good faith dispute as to the validity of such bill. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these Rules and Regulations, the Cooperative may transfer any unpaid balance to any other Service Account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence, or location, the Cooperative may transfer such unpaid balance to any successive Service Account opened by the Customer, and may discontinue service at such successive metering point, residence, or location for non-payment of such transferred account.

(b) The Customer's failure to pay for a difference class of service received at the same location if there exists a legitimate, good faith dispute as to the validity of such bill. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule.

(c) The Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute.

(d) An individual or a Customer has an outstanding debt with the Cooperative.

(e) Because an individual who neither signed the Service Agreement on an account in arrears, nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception to this is when the individual requesting electric service was residing on the premises when the debt was incurred.

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(3) In the event of discontinuance or termination of electric service at a separate metering point, residence, or location in accordance with these Rules and Regulations, the Cooperative may transfer any unpaid balance to any other electric service account.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES:

(1) If a Residential Customer notifies the Cooperative in writing and establishes that:

(a) Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered; and

(b) (i) Such Customer is unable to pay for such service in accordance with the requirements of the Cooperative's billing, or (ii) is able to pay for such service only in installments. The Cooperative may either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.

(2) In determining whether discontinuance would be especially dangerous to health, consideration will be given to the weather, and the Customer's or other resident's medical condition, age, or disability of which the customer will provide verification.

(3) The Customer shall establish that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family, or their permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to the Cooperative office prior to the date of disconnection. Medical statements will expire after 12 months of issuance.

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C. NOTICE REQUIREMENTS:

(1) When notice of discontinuance of service is required, the normal monthly bill will list separately any delinquent balance due mailed to the account name and address which is provided to the Cooperative by the Customer. Service of notice by mail is complete upon mailing. The Cooperative will maintain the record of the date of mailing and the effective dates of the notice. The notice will be effective for one (1) month after initial date upon which and after which service can be disconnected. Notice may be given by such other method as may be practical, such as hand-delivery, or facsimile.

(2) The Cooperative may notify, or attempt to notify, customers by telephone at least two (2) days before they are to be disconnected.

(3) If the records of the Cooperative show that the Service Account which it proposes to discontinue serves more than one residential dwelling unit, the Cooperative may also post a notice of discontinuance in a common area of the residential building served. Such notice will be posted at least five (5) days prior to the discontinuance date specified therein.

(4) The notices required by this Section will contain the following information:

(a) The name and address of the Customer, and the address, if different, where service is rendered.

(b) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.

(c) The dates between which service can be discontinued unless the Customer takes appropriate action.

(d) Terms under which the Customer may avoid discontinuance.

(e) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate prior to the date of discontinuance that special circumstances

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prevent complete payment and satisfactory credit arrangements are made with the Cooperative for moneys not in dispute; and a date and time on which the Cooperative, or the Cooperative's designated agent, may conduct a hearing to determine whether service should be discontinued; and

(f) A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The address, telephone number and name of the Cooperative office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, will also be included. Language indicating that the Customer may meet with a designated employee of the Cooperative to present his or her reasons for disputing a bill or the Cooperative's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance. The telephone number of the Cooperative's office should follow this statement.

D. DISCONNECT PROCEDURE:

(1) Except for discontinuance pursuant to Section 5 A (1), (a), (b), (d), (h), and (i) the Cooperative will not discontinue service unless:

(a) At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Cooperative office or authorized personnel identified in the notice given are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection; and

(b) The Cooperative employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.

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(2) The Cooperative employee who is to disconnect service will adhere to the following procedure.

(a) Immediately preceding the discontinuance of service a reasonable effort may be made to:

(i) Contact and identify himself or herself to the Customer or responsible person then upon the premises and announce the purpose of his or her presence;

(ii) Identify and record the name of the person contacted, if any;

(iii) Accept payment of all amounts tendered which are necessary to avert disconnection;

(iv) Record statements disputing the accuracy of the delinquent bill, if any;

(v) Record statements disputing the accuracy of the Cooperative's finding concerning the cause for discontinuance, if any; and

(vi) Record statements concerning the medical condition of any permanent resident of the premises.

(b) If contact with the Customer is not made, the employee may leave a notice upon the premises in a manner conspicuous to the Customer disclosing the date and time of discontinuance and giving the address and telephone number of the Cooperative or where the Customer may arrange to have service restored.

E. RESTORATION OF SERVICE:

(1) Upon the Customer's request, the Cooperative will restore service promptly when the cause of discontinuance of service has been eliminated, all applicable restoration charges paid, and if required, satisfactory credit arrangements have been made.

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(2) At all times, the Cooperative will make every effort to restore service on the restoration day requested, and in any event, restoration will be made no later than the next business day following the day requested by the Customer.

F. REMOTE DISCONNECT SWITCH PROCEDURE:

Installation of a remote disconnect switch (RDS) may be utilized at the Cooperative's discretion as a means to limit or disconnect service pursuant to the following criteria:

(1) The Cooperative may consider installation of a RDS when a service would normally be disconnected in accordance with the Cooperative's Rules and Regulations.

(2) The Cooperative may make at least one telephone call attempt prior to installation of the RDS with information relating to;

(a) The intent to limit service and the reason for installation of the RDS.

(3) During the Cold Weather Rule period, service may be limited remotely from the office to disallow electric service when:

(a) The temperature at the local office is above 35 degrees. If the temperature at the local office goes below 35 degrees, the service may be restored until the temperature is above 35 degrees.

(b) The local forecast states that the temperature may stay above 35 degrees within the next 24 hour period, at which time the service may not be restored until the customer has made payment of their account plus any additional charges, deposits and fees or satisfactory payment arrangements.

(4) Service may be limited remotely from the office to disallow electric service when the customer's electric service would normally be disconnected under Section 5, Discontinuance of Service.

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(5) After a RDS has been installed, a notice of such may be delivered and/or conspicuously posted at the affected premises. The notice may include:

(a) Customer's name, account number, service address; and

(b) Total amount due, including current, past due, security deposit, disconnect fees, reconnect fees and any other fees if required by the Cooperative; and

(c) Telephone number of the Cooperative and;

(d) Directions for operating the RDS.

G. ON PREMISE DISCONNECT PROCEDURES

(1) Except for discontinuance pursuant to items specifically outlined in Section 5, the Cooperative shall not discontinue service unless:

(a) At the time of the proposed disconnection, for one hour after the discontinuance and on the full day following discontinuance, the Cooperative's office is open or available to the customer for the purposes of making payment, preventing discontinuance or obtaining reconnection and;

(b) The Cooperative employee who is disconnecting service is also available to accept payment of amounts due for utility charges and thereby avert disconnection or provide reconnection.

(2) The cooperative employee who is to disconnect service shall adhere to the following procedure:

(a) Immediately preceding the discontinuance of service a reasonable effort shall be made to:

(i) Contact and identify himself/herself and announce the purpose of his/her presence;

(ii) Identify and record the name of the person contacted, if any;

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(iii) Accept payment of the amount required by the Cooperative to avert disconnection;

(iv) Record statements disputing the accuracy of the bill, if any.

H. REVIEW OF DISPUTES:

(1) When a Customer advises the Cooperative, prior to the date of the proposed discontinuance of service, that all or any part of the billing as rendered is in dispute or that the Cooperative's reasons for discontinuance are factually invalid, the Cooperative will:

(a) Immediately record the date, time, and place the complaint is made.

(b) Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid.

(c) Investigate the dispute promptly and completely, and

(d) Attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties.

(2) A Customer may advise the Cooperative that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Cooperative.

(3) The Cooperative, in attempting to resolve the dispute in a mutually satisfactory manner, may employ the telephone communication, personal meetings, formal or informal hearings, on site visits, or any other technique reasonably conducive to settlement of the dispute.

(4) In the event that a dispute is not resolved to the satisfaction of the Customer, after full investigation, and the Cooperative intends to proceed with discontinuance, the Cooperative will notify the Customer of the date, place, and time at which a hearing will be conducted by the Cooperative for the purpose of determining whether or not service should

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be disconnected pursuant to these rules and regulations. The Customer shall also be notified of the Customer's right to be represented by counsel, to call witnesses on the Customer's behalf, to present evidence to the presiding agent at such hearing and to make such arguments as the Customer feels are appropriate for the purpose of determining whether or not service should be discontinued. The decision of the presiding officer at such hearing shall be announced at the hearing or mailed to the parties at a later date. Whether the decision is announced at the hearing or mailed to the parties at a later date, the decision of the hearing officer shall be reduced to writing and shall be made a part of the records of the Cooperative. Provided proper notice has been given in accordance with these Rules and Regulations and the facts of the case merit disconnection, the Cooperative may then discontinue the service, if it is appropriate under these rules and regulations.

I. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES:

(1) If collection of an electric service bill is made at the Customer's premises, the Cooperative will require a Collection Charge as filed in the Service Fee Rate Schedule.

(2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 5 A (1) the Cooperative will require a Disconnection Charge as filed in the Service Fees Rate Schedule.

(3) Upon reconnection of electric service, except when disconnected pursuant to Customer's request, the Cooperative will require a Reconnection Charge as filed in the Service Fees Rate Schedule.

(4) Unless otherwise specified in the Electric Service Agreement, in the event a Customer orders a disconnection and a reconnection of service at the same premises within the contract period, the Cooperative may collect, as a Reconnection Charge, the sum of such

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minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge filed in the Service Fees Rate Schedule.

SECTION 6 – CUSTOMER’S SERVICE OBLIGATIONS:

A. CUSTOMER TO FURNISH RIGHT-OF-WAY: The Customer will provide or procure for the Cooperative at his expense such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Cooperative’s facilities) as are satisfactory to the Cooperative, across property owned or otherwise controlled by the Customer, for the construction, operation, and maintenance by the Cooperative of its facilities necessary or incidental to the supplying of such electric service.

B. ACCESS TO CUSTOMER’S PREMISES: The Customer shall give the duly authorized agents and employees of the Cooperative full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, or removing any of the Cooperative’s facilities on the premises of the Customer, reading meters, or for any purpose incidental to the electric service supplied by the Cooperative.

C. CUSTOMER’S INSTALLATION:

(1) The Cooperative shall be responsible for determining whether the Customer’s installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the class of service to be supplied by the Cooperative.

(2) The protection of the Customer’s equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the

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electric service shall, at his own expense, furnish on such Customer's installation such protective equipment.

D. DANGEROUS OR DISTURBING USES: The Customer shall use the electric service supplied by the Cooperative with due regard to the effect of such use on the Cooperative's electric service to its other Customers and on the facilities and equipment of the Cooperative. The Cooperative may refuse to supply electric service or may suspend electric service to a Customer, immediately, without notice under Section r A (1), if the Customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb or adversely affect the safety of the Customer or other persons, or the integrity of the Cooperative's delivery system.

E. INSPECTIONS AND RECOMMENDATIONS: The responsibility of the Customer regarding his use of the electric service supplied by the Cooperative is not set aside, and the Cooperative shall in no way be liable or responsible, on account of any inspections or recommendations by the Cooperative which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Cooperative to its other Customers. The Cooperative reserves the right, but assumes no duty, to inspect the Customer's installation and facilities for suspected unsafe conditions.

F. DEFECTIVE CUSTOMER EQUIPMENT: Defective appliances or fixtures shall be disconnected at once and properly repaired before further use. Defective appliances or fixtures includes those which have been found by tests to be causing interference to radio, television, and like electronic equipment used by others. If electric energy is found to be escaping from any wires or equipment in or about Customer's premises, Customer shall open

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the service switch immediately to shut off the flow of electric energy and notify Cooperative at once.

G. CONSTRUCTION OR USES AFFECTING COOPERATIVE'S EQUIPMENT:

Customer shall consult with the Cooperative before causing or permitting any construction that will affect any of the Cooperative's service facilities or equipment. Customer shall not, without written consent of the Cooperative, enclose any exposed portion of service facilities, use any of the poles, wires, structures, or other facilities of the Cooperative for fastening thereto, support, or any purpose whatsoever, nor shall Customer locate anything in such proximity to the aforesaid facilities of the Cooperative as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition. The Customer shall be required to reimburse the Cooperative for any costs due to a change in the location of meters, service lines, or other equipment made at the request of Customer, or necessitated by the Customer's interference with the Cooperative's facilities. The Cooperative reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Cooperative's equipment will be removed or relocated only by employees, agents, or authorized representatives of the Cooperative. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5 A (1).

H. PROTECTION OF COOPERATIVE'S PROPERTY:

(1) The Customer at all times shall protect the property of the Cooperative on the premises of the Customer and shall permit no person other than the employees and agents of the Cooperative and other persons authorized by law to inspect, work on, open or otherwise handle the wires, meters, or other facilities of the Cooperative. Any infraction of this

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rule shall be considered sufficient cause for discontinuance of service immediately, without notice under Section 5 A(1).

(2) In case of loss or damage to the property of the Cooperative on account of any carelessness, neglect, tempering, or misuse by the Customer, any members of his family, or his agents, servants, or employees, the Customer shall reimburse the Cooperative for the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

I. TAMPERING OR FRAUDULENT USE OF COOPERATIVE'S FACILITIES:

(1) The Cooperative may discontinue service to a Customer under Section 5 A (1) and remove its facilities from the Customer's premises, in case evidence is found that any portion of the Cooperative's facilities have been tampered with in such manner that the Customer may have received unmetered service or in the event evidence of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered.

(2) In such event, the Cooperative may require the Customer to pay all bills, including a bill for such amount of electric service as the Cooperative may estimate, from available information, to have been used but not registered by the Cooperative's meter or otherwise fraudulently used, and to increase the amount of his cash security deposit or surety bond, or other credit arrangement, and pay all damages to Cooperative owned equipment, if any, before electric service is restored. In addition, before service is restored, the Customer shall be required to bear all costs incurred by the Cooperative for such protective equipment as, in the judgment of the Cooperative, may be necessary and give satisfactory assurance that such tampering and fraudulent use of electric service will be discontinued.

(3) The existence of tampered connections, meters or devices which operate to cause diversion or fraudulent use of electric service, shall be taken as prima facie evidence of diversion of electric service by Customer.

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J. INDEMNITY TO COOPERATIVE:

(1) The Customer shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense, or loss, damage, or injury or death to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

(2) The Customer shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, building, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Cooperative's service lines or other necessary appurtenances to service Customer, unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Cooperative.

K. PARALLEL OPERATON: No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplies by the Cooperative except as may be permitted under a special Electric Service Agreement. Any infraction of this rule shall be sufficient cause for discontinuance under Section 5 A (1).

L. CHARGES FOR WORK COMPLETED ON CUSTOMER'S PREMISES: The Cooperative shall charge for all materials furnished and for all work done on Customer's premises beyond the equipment owned and installed by the Cooperative, for trouble calls not occasioned by negligence on the part of the Cooperative, for repair of electric appliances, and any other work or service requested and authorized by Customer. The charges shall be based upon Cooperative's existing schedule for such work. The Cooperative will not charge for replacement or repair of equipment furnished and owned by the Cooperative on

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Customer's premises except when repairs or replacement are caused by negligence or misuse by Customer or Customer's agents.

SECTION 7 – COOPERATIVE'S SERVICE OBLIGATIONS:

A. OVERHEAD SERVICE INSTALLATION:

(1) Installation of Service Wires to Pole. The Cooperative will install overhead service wires from the distribution pole line to a pole located on or adjacent to the Customer's property. The Cooperative will designate the point at which the pole will be located and overhead service wires will be brought to the poles for attachment to the Customer's entrance wires. The pole and the meter equipment thereon shall be furnished in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances by the Cooperative. All service entrance wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer.

(2) Installation of Service Wires to Building. Under exceptional conditions the Cooperative may elect to install overhead service wires from the distribution pole lines to the exterior of one of the Customer's buildings. The Cooperative will designate the point to which its service wires will be brought on the exterior of the building for attachment to Customer's service entrance wires. Metering equipment attached to the building shall be furnished in accordance with the Cooperative's procedures. All service wires and appurtenances thereto beyond this point shall be supplied and maintained by the Customer.

B. UNDERGROUND SERVICE INSTALLATION:

(1) The Cooperative shall determine those areas where underground electric facilities shall be furnished.

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(2) A Customer desiring existing overhead electric facilities to be replaced by underground facilities, shall pay for the total cost of the conversion and underground facilities less material salvage, if any.

(3) If Customer desires underground electric facilities where the Cooperative has determined that overhead facilities should be used, the Cooperative will install underground service provided the Customer bears the full cost of an amount equal to the estimated cost differential between the cost of underground service facilities and the cost of standard overhead facilities.

(4) Any Customer desiring underground service to his building shall furnish and install, at his own expense, the necessary conduit, master breaker, or main fuse disconnects, underground wires and appurtenances at the point of delivery located on or adjacent to the Customer's premises, and all wires and appurtenances to be installed beyond this point of service.

(5) Where underground service is installed the meter equipment shall be furnished in accordance with the Cooperative's procedures for the installation of meter receptacles, meters, and related appurtenances by the Cooperative.

C. ENERGIZING BY COOPERATIVE ONLY: Only authorized Cooperative employees shall be permitted to energize the Cooperative's facilities. Any infraction of this rule shall be sufficient cause for discontinuance of service under Section 5 A (1).

D. DELIVERY OF ELECTRIC SERVICE:

(1) The obligation of the Cooperative to supply electric service shall be completed by the supplying such electric service at the Customer's point of delivery. The responsibility of

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the Cooperative for the quality of service and operation of its facilities ends at the point of delivery.

(2) The point of delivery at which electric energy is furnished to Customer will be the Cooperative's meter on Customer's premises, unless otherwise defined by the Customer's Electric Service Agreement.

(3) The Cooperative will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of electric energy after it has passed the point of delivery, nor for defects in the Customer's wiring, appliances, or equipment.

(4) The Cooperative shall be required only to furnish, install, and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery, and one meter installation to measure such electric service to the Customer for each class of service.

(5) The Cooperative shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the customer, except pursuant to a special Electric Service Agreement as required in Section 6 M.

E. PROPERTY OF THE COOPERATIVE: All facilities furnished and installed by the Cooperative on the premises of the Customer for the supply of electric service to the service to the Customer shall be and remain the exclusive property of the Cooperative. All facilities on the premises of the Customer which are or become the property of the Cooperative shall be operated and maintained by and at the expense of the Cooperative, may be replaced by the Cooperative at any time, and may be removed by the Cooperative upon termination of the Customer's Electric Service Agreement or upon discontinuance by the Cooperative of electric service to the Customer for any reason.

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F. CONTINUITY OF SERVICE: The Cooperative will use reasonable diligence to supply continuous electric service, but does not guarantee the supply of electric service against irregularities or interruptions. In no event shall the Cooperative be liable for damages from irregularities or interruptions of service, caused by, but not limited to, failure of facilities, breakdowns or injury to equipment, extraordinary repairs, an act of God, public enemy, accidents, labor disturbance, strikes or their equivalent, sabotage, legal process, federal, state, or municipal interference's and restraint by public authority, any emergency, or any cause beyond the Cooperative's control.

G. CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE: The Cooperative shall have the right to curtail (including voltage reduction), interrupt, or suspend electric service to the Customer as may be necessary for the inspection, maintenance, alteration, change, replacement or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the part of the interconnected electric systems of which the Cooperative's system is a part or as directed by any federal, state, or municipal authority.

H. RESTORATION OF SERVICE:

(1) In all cases of curtailment, irregularity, interruption, or suspension of service, the Cooperative will make every reasonable effort to restore service without necessary delay. Labor disturbances affecting the Cooperative or involving employees of the Cooperative may be resolved by the Cooperative at its sole discretion.

(2) The Cooperative shall not be considered in default of the Electric Service Agreement with Customer, and shall not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, or suspension of electric service. The Customer

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shall not be relieved from charges provided for in the Electric Service Agreement and Rate Schedules because of curtailment, irregularity, interruption, or suspension of electric service.

I. LIABILITY OF COOPERATIVE: The Cooperative shall not be considered in default of the Electric Service Agreement and shall not otherwise be liable on account of any failure by the Cooperative to perform any obligation if prevented from fulfilling such obligation by reason of any delivery delay, breakdown or failure of or damage to facilities, an electric disturbance originating on or transmitted through electrical systems with which the Cooperative's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Cooperative or the Customer, civil, military, or governmental authority, or any cause beyond the control of the Cooperative.

SECTION 8 – LINE EXTENSION POLICY:

A. SINGLE PHASE RESIDENTIAL SERVICE: The Cooperative will construct single phase line with an investment of \$1,500 (\$2,000 for total electric service). In the event the line extension amounts exceeds \$1,500 (\$2,000 – Total Electric) the customer will contribute in advance of construction or make arrangements in the form of a Line Extension contract for installment payments if the customer has satisfactory credit. The line extension will be for a period not to exceed 60 months.

B. SINGLE PHASE NON-RESIDENTIAL SERVICE: The cooperative will construct single phase line for this classification of service. Responsibility for all construction costs in the form of line extension charges will be assumed by customer. The customer will contribute in advance of construction or make arrangements in the form of a Line Extension contract for

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installment payments if the customer has satisfactory credit. The line extension will be for a period not to exceed 60 months.

C. MULTIPHASE LINE AND SERVICE: The Cooperative may extend service to accommodate customers requesting multiphase service. Multiphase line construction or extensions will require the customer to pay all costs in excess of the Cooperative investment as categorized below. The customer will contribute in advance of construction or at the discretion of the Cooperative, may make arrangements for installment payments if the customer has satisfactory credit. The line extension will be for a period not to exceed 60 months.

D. LINE EXTENSION CONTRACT TERM: As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of no more than five (5) years and provide a declining balance irrevocable letter of credit from a financial institution.

E. SPECIAL CONTRACTS FOR SERVICE:

Minimum Bill: Notwithstanding any of the previous provisions, where it is necessary to make extensions or reinforce distribution lines to provide service such that in the sole judgment of the Cooperative, the revenue to be derived from, or the duration of the prospective business is not sufficient under the above-stated monthly Customer charge to warrant the investment, the Cooperative may require; 1) an adequate monthly customer charge calculated upon reasonable considerations; 2) a cash contribution in advance; 3) a declining balance irrevocable letter of credit, acceptable guarantee or bond. In such cases,

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the Customer shall enter into a written contract with the Cooperative as to character, amount, and duration of the business offered.

F. PRORATION OF LINE EXTENSION CHARGE: Should additional members be added to an existing line of which a contribution-in-aid-to-construction was paid or is currently being paid by an existing member, the Cooperative may refund a portion of the contribution-in-aid-to-construction to the existing member. The additional resident shall pay to the Cooperative; the lesser amount of (a) the actual cost of the line extension to their service point; or (b) a percentage of the original contribution-in-aid-to-construction per the schedule below:

REFUND SCHEDULE

<u>Number of months from Original Payment</u>	<u>Refund Percentage</u>
1 – 12	50%
13 – 24	40%
25 – 36	30%
37 – 48	20%
49 – 60	10%

Terms and Conditions for refund of contribution-in-aid-to-construction:

(a) Add-ons are defined as new services being attached to an existing electrical line.

(b) Refunds shall be made only to members who are active members at the original location for which the contribution-in-aid-to-construction was paid.

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(c) No refund shall be paid when the new customer's service is on property sold by the customer who originally made the contribution-in-aid-to-construction.

(d) The refund time-line begins when the original permanent meter is installed.

(e) Subdivisions are not subject to refunds.

(f) There is no limit to the number of refunds.

(g) Refunds shall be based on the date on which an agreement is signed with the new member for an add-on attaching to an existing line. However, no refunds shall be issued after sixty (60) months from payment of original contribution-in-aid-to-construction.

(h) It is the responsibility of the existing member to notify the cooperative of add-ons.

(i) This section becomes effective February 7, 2012. Only contribution-in-aid-to-construction amounts paid after this date are subject to this section.

G. CONTRIBUTION BY DEVELOPER: In the event a developer or owner of a housing or building development requests that the Cooperative construct a distribution system therein in advance of the completion of a substantial number of the houses or buildings, the Cooperative will require a cash contribution from the developer or owner in sufficient amount to cover the cost of the Cooperative's distribution system. The contribution shall be refunded to the developer or owner, proportionately, as additional houses or buildings are built, occupied and connected to the distribution system during the succeeding five (5) years.

SECTION 9 – METERING:

A. METERING OF SERVICE: Cooperative may furnish and install all metering installations in accordance with the Cooperative's procedures for the installation of meter loops, meter receptacles, meters, and related appurtenances.

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B. SEPARATE METERING: Where Cooperative's Rate Schedules provide for separate metering of different classes of service, Customer's wiring shall be so arranged that each class of service can be metered separately. Not more than one set of service wires will be run to one building or premises for each class of service furnished to the Customer.

C. MULTI-METERING INSTALLATIONS:

(1) The Cooperative will eliminate, on a prospective basis, the practice of providing electric service to more than one Customer in a Multiple Residential Complex through a single metering point. Separate applications for electric service will be made and separate meters installed for each dwelling unit within a Multiple Residential Complex. The meters will be connected to one set of service wires, providing the service wires are of sufficient size to furnish an ample supply to all Customers. Customer's wiring shall be so arranged as to permit the installation of Cooperative's meters immediately adjacent to each other.

(2) Through special permission of the Cooperative, Multiple Residential Complexes may be served through one meter where energy savings can be achieved through the use of energy systems which require master metering.

(3) Where two or more Residential Customers or dwelling units in a Multiple Residential Complex are served through one meter, the respective Rate Schedules shall be applicable by multiplying the kWh of each rate block and the minimum by each number of dwelling units.

D. CHANGES IN METER INSTALLATIONS:

(1) Cooperative will, at its expense, make all changes in Cooperative's installed meter loops, meter receptacles, meters, and related appurtenances on Cooperative poles on

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Customer's premises that are required to meet the Customer's increased demand for electric service.

(2) Changes requested by the Cooperative that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, etc., and in the Customer's entrance wires, entrance switches, etc., shall be provided at the Cooperative's expense.

(3) Changes requested by the Customer that involve the replacement or relocation of Cooperative's service wires, metering equipment, yard poles, guys and anchors, etc., shall be provided at the Customer's expense.

E. METER SEALS: Seals will be placed on all meters or meter enclosures by Cooperative and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Cooperative.

F. METER ACCURACY AND TESTING:

(1) The accuracy and testing of Cooperative's meters shall be in accordance with these Rules and Regulations.

(2) Whenever any test by the Cooperative of a watt-hour meter, while in service or on its removal from service, shall show such meter to have an average error of more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electric service bill shall be observed:

(a) The error found shall be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the meter has been in service at the location if less than six (6) months, or from the actual time the meter became

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damaged if such time can be positively determined and is less than six months prior to the time of the test.

(b) If the meter is found to be faster than allowable, the Cooperative shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy as defined above. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.

(c) If the meter is found to under-register, the Cooperative may render a bill to the Customer for the estimated usage not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to one dollar (\$1.00) or more, and all such bills shall be conditional upon the Cooperative's not being at fault for allowing the inaccurate meter to remain in service. The Cooperative shall in no case render a bill for under-registration where a meter has been found to be slow, unless the particular meter has been tested in conformity with this Section.

(d) In the case of a non-registering meter which has been read by the Cooperative during the period of non-registration, the Cooperative shall not render a bill for estimated consumption extending over more than twice the regular interval between readings.

G. DEMAND METERS: Whenever any tests by the Cooperative of a demand meter while in service or on its removal from service, shows such meter to be more than two percent (2%) in error, the provisions covering the adjustment of charges in the case of service watt-hour meters shall be observed insofar as they are applicable. If the demand meter depends upon actuation's from the watt-hour meter or its readings, the average error of

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the demand meter shall be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.

H. SPECIAL METER TESTS: In the event a Customer requests the Cooperative to test a meter, the Customer shall deposit with the Cooperative a Meter Test Fee as filed in the Service Fees Rate Schedule. If the meter is found to be within the accuracy limits established, as referred to in paragraph F (1) of this Section, the entire Meter Test Fee will be retained in order to help defray the Cooperative's expense in testing the meter. In all other cases, the Meter Test Fee shall be refunded to the Customer.

SECTION 10 – GENERAL CLAUSES:

A. WAIVER: Waiver by the Cooperative with respect to any default by a Customer in complying with the provisions of the Electric Service Agreement and these Rules and Regulations shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

B. LEGAL NOTICES BETWEEN CUSTOMER AND COOPERATIVE: All notices addressed to the Cooperative shall be in writing and no telephone communication shall be considered as proper notice unless otherwise specifically provided for in these Rules and Regulations. If oral orders are taken in person or over a telephone by an agent of the Cooperative, it is done for the convenience of the Customer and at his risk. The Cooperative is not responsible for error, delay, or expense resulting from such procedure, but the Cooperative shall exercise reasonable diligence in carrying out telephone communications from the customer.

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C. AUTHORITY AND WAIVER: The requirements contained in these Rules and Regulations may be waived in individual cases by the Board of Trustees of the Cooperative upon written request by the Customer and a showing that compliance with the requirement would serve the interests of neither the Cooperative nor the Customer. No representative, agent, or employee of the Cooperative shall otherwise have the authority to amend, modify, alter, or waive any of Cooperative's Rules and Regulations or bind the Cooperative by promises or representations.

D. REQUEST FOR INVESTIGATION OR COMPLAINT: If Customer feels that service is not adequate and sufficient, the Cooperative should first be advised, as soon as possible, in writing, of the nature of the complaint so that the proper investigation may be conducted. An investigation of the complaint will be made by the Board of Trustees or its authorized representative. The Board will then schedule a hearing at which the Customer may appear either in person or through counsel to explain the nature of the Customer's complaint to the Board of Trustees. The Board of Trustees will then consider what, if any, action should be taken on the Customer's complaint.

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