

NOBLE REMC
Terms and Conditions of Electric Service



**TERMS AND CONDITIONS
OF ELECTRIC SERVICE**

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Terms and Conditions of Electric Service

I. TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service apply to each applicant for membership and customer/owner (hereinafter called “member”) of the Noble Rural Electric Membership Corporation (hereinafter called “the Corporation”). They are a part of every contract for service made by the Corporation, unless modified by special terms written therein, and govern all classes of service. Copies of all rates and bylaws are on file and available at the Corporation’s office and on the Company’s website, www.nobleremc.com. These Terms and Conditions of the Corporation incorporate applicable provisions of the Indiana Administrative Code (IAC), Title 170, Article 4, Electric Utilities. The Terms and Conditions intend to set out operating procedures for the Corporation and provide transparency to members. These Terms and Conditions may be revised, amended, supplemented, or otherwise changed by actions of the Board of Directors.

II. APPLICATION FOR SERVICE

A. Service Contract

Each new member will be required to apply for electric service and agree to abide by the Terms and Conditions, Rate Schedules, and Bylaws of which are available for review at the Company’s website at www.nobleremc.com.

B. Application

Application must be made with the Corporation, and all applicable fees and deposits shall be paid as may be required. The application shall contain the service address of the premises to be served, the member’s legal name, and such other information as the Corporation may reasonably require.

C. Right to Reject

The Corporation reserves the right to reject any application for service not available under its rate schedules or which might affect the supply of service to others. The Corporation also reserves the right to reject any application for service to a residence owned or occupied by a person who owes the Corporation a delinquent account for prior electric service, even though the application for service is by the owner of the property or by any other person, unless a sufficient deposit, acceptable to the Corporation, is made by said prospective member. Any outstanding debt must be paid in full prior to obtaining service.

D. Special Contracts

Special contracts shall be for a term of not less than one year; but where a sufficiently large investment is necessary for the supply of service, contracts of longer term or with a minimum special guarantee of revenue, or both, may be required to safeguard such investment.

E. Acceptance

An application of contract, when accepted by the Corporation through action of its Board of Directors or its authorized agents, shall constitute the contract between the member and the Corporation; and no agent has the power to modify, alter, or waive any of its conditions.

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III. CLASSIFICATION OF SERVICE AND DEFINITIONS

Service shall be classified for determining the applicable rate schedule in accordance with the nature of the member's establishment, the nature of the service installed, and in accordance with the following definitions:

A. Residential Service

A residential service shall be defined as a single-phase service to a single private home, manufactured home, multi-family residential unit, or other living quarters occupied by a person or persons constituting a distinct household, inclusive of any private garage adjacent to, connected with, and used exclusively by the resident. See section RS in the Corporation's Rate and Tariff Schedules copy available at www.nobleremc.com. This service shall be available at one point of connection to a set of farm buildings and farm equipment and shall include one residential service as defined above. If two or more residences are located on the same property or farm, each shall be separately metered.

B. General Service

Any single-phase service not included in the definition of a residential service. See section GS in the Corporation's Rate and Tariff Schedules.

C. Commercial and Industrial Service

A commercial and industrial service shall be defined as service at a single point of connection to any business enterprise, institution, or organization. Service may be used for all purposes, including lighting and power, and will be furnished under the appropriate schedules. See sections GSD and LP in the Corporation's Rate and Tariff Schedules.

D. Combined Residential and Commercial Service

Where both residential and commercial classes of services are supplied by one service and one meter to the same members on the same premises, such combined service shall be classified as commercial and billed under the appropriate rate schedule. At the option of the member, the connections may be arranged to separate the commercial service and residential service to permit installation of two meters, with each receiving service under the appropriate rate schedule.

E. Area and Street Lighting

A dusk-to-dawn Outdoor Area Lighting service using lamps and equipment is available under this schedule. This includes photoelectric control equipment, lighting fixture, mast arm, and, where needed, up to one span of overhead service conductor. Any lighting service needing more than one span of overhead service conductor and additional poles shall be invoiced to the member. See section AL in the Corporation's Rate and Tariff Schedules.

F. Temporary Service

Temporary Service is intended to provide light-duty electrical service for construction purposes, in accordance with the Corporation's "Electric Standards Manual." A copy is available at www.nobleremc.com. The temporary service connection will be provided until a permanent service is established and billed under the appropriate rate schedule. The member shall provide and install all temporary service equipment per the National Electric Code and will require

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inspection before connecting service. If additional distribution equipment is required to provide temporary service over and above that required to provide permanent service, the member may be required to pay for all of the installation and removal of the same. Payment may be required in advance of construction.

IV. DEPOSITS TO INSURE PAYMENT OF ELECTRIC BILLS

When an applicant's credit is not established to the satisfaction of the Corporation or when a member's credit has become impaired, the Corporation reserves the right to require a deposit to be paid in accordance with the requirements outlined in Appendix A, A1, and B in the Rate and Tariff Schedules.

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V. RULES OF SERVICE FOR LINE EXTENSIONS

In accordance with the Corporation's Board of Directors, the following paragraphs outline the practices in applying revenue credit for new and upgraded electric service. The revenue credits used and allowed, as well as possible charges to members, in the following instructions are to be calculated using current revenue data.

A. Rates, Terms, and Conditions

The Corporation's distribution system will be extended to supply members who choose to take service under the rates of the Corporation and the provisions of its line extension requirements.

B. Line Construction

The Corporation will construct, own, and maintain overhead and/or underground supply facilities, either secondary (<600 volts) or primary (>600 volts), located on road right-of-way or on right-of-way acquired by the Corporation and used as part of the Corporation's general supply system. The title of all such facilities shall remain with the Corporation. All line construction is to be built in conformance with the National Electric Safety Code and REA specifications.

C. Construction Costs

The total estimated cost of overhead and/or underground primary and/or secondary line extensions, including service drop or laterals, transformers, metering, any associated maintenance costs, and all other costs associated with the job to an individual member will be determined by the cost estimated by the Corporation.

D. Revenue Credits

Revenue credits for non-residential members will be calculated based on such factors as the proposed connected electric load, load factor, diversity power factor, applicable electric rate, and member's fixed monthly charge on a monthly basis. Residential members will have revenue credits applied based on certain appliances, heating, cooling, and general usage.

E. Primary or Secondary Service Extensions

A revenue credit of $2 \frac{1}{2}$ times the estimated annual revenue will be applied to the total estimated cost of initial facilities installed. If the estimated revenue credit is greater than or equal to the estimated cost of installed facilities, there will be no charge for the installation. However, if the estimated revenue credit is less than the estimated cost of installed facilities, the member shall make payment for the difference. The amount owed by the member will be due and payable on the first electric bill if the line extension cost is less than \$20,000. Any line extension costs in excess of \$20,000 will be paid upfront by the member before construction begins. Primary line extensions used exclusively for temporary service for construction purposes shall be installed by the Corporation and can be used for a maximum of one year. If the home is not constructed within one year, the member shall make payment to the Corporation for the total cost of installed facilities.

New permanent service line extension for dwellings will require an estimate to determine the cost. The cost of construction shall include transformers, vaults,

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trenching, wire, poles, and hardware needed to extend line to the new home. Any Aid to Cost of Construction paid by the member goes toward the cost of service. All installed REMC equipment remains the property of Noble REMC.

Pole buildings, garages, outbuildings, and/or other unoccupied buildings requiring line extensions will be given a \$900 credit and then be billed the remainder of the construction, including transformers, wire, trenching, poles, etc.

Note: Members who request boring in lieu of trenching shall pay the Corporation the difference in cost of this service plus the cost of Bore Guard conduit.

If a member of the Corporation is required to make payment for an extension of distribution or service lines, the Corporation shall, upon written request, make available to the applicant the information used to establish the basis for the applicable amount.

If a member misinforms the Corporation on the type of home, heating, cooling, etc., used to calculate revenue credits, the member will be billed the difference from what is actually installed based on the Corporation's revenue credit tables. The Corporation reserves the right to review the member's annual usage revenue following the first 30 months of permanent service to determine if the revenue credits were properly applied.

F. Solar/Renewable Energy Resources

The member shall inform the Corporation of a planned or installed solar/renewable energy resource behind the meter within the first 30 months. If the intent is to offset the monthly cost of electricity, the member may be required to pay the difference between the cost of service less the revenue received by the member for the first 30-month period. This section ensures that the other members are not subsidizing the member installing solar/renewable energy resources.

G. Replacement of an Inadequate Service

When a member installs a new load, which makes the existing service inadequate, the existing service will be upgraded, based on subparagraphs C, D, and E above.

H. Replacement of an Adequate Service

When a member requests the replacement or relocation of an adequate service, the member will pay the Corporation the estimated total cost of construction. No revenue credit will apply to this situation.

I. Refunds to Initial Member

For each new member that is served off a line extension that was paid for by an initial member, a refund may be made upon written request of the initial member in an amount equal to 2 ½ times the estimated annual revenue, less the cost of facilities, to service the new member. To qualify for a refund, all new line extensions and/or services must be made within a period of three years from the initial line extension. The total of all refunds to the initial member shall in no event exceed the contributions originally paid.

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J. Service to Residential Developments

1. To qualify as a Residential Development, there must be two or more contiguous platted lots which have been platted as a subdivision pursuant to I.C. 36-7-4-701 for the construction of single-family residential units or two or more multi-family units.
2. The net sum to be deposited by a builder or developer will be determined as follows:
 - a) The estimated total cost of facilities to serve all units will be as determined by the Corporation based on Section V, Subparagraph C above.
 - b) Credit toward the above cost of facilities will be allowed for 2 1/2 times the estimated annual revenue, as estimated by the Corporation, for the houses or multi-family units which will be built within the first 3 years after the Corporation's installation is completed. The number of houses or multi-family units used by the Corporation to make this calculation will be based on past experience with the builder or developer. No builder or developer, however, will be allowed less than 25% of the planned houses or multi-family units.
 - c) The revenue calculations will be made when the service agreement is signed. If there is any balance due to the Corporation after the revenue credit has been applied, payment shall be made before the start of construction, either in cash, an Irrevocable Letter of Credit by an approved financial institution, or from an escrow account.
3. After the number of services used in the original revenue calculation has been installed, refunds may be made upon written request against the initial contribution to construction as additional permanent services are connected to houses or apartments within the first 3 years from initial construction, as follows:
 - a) Refunds will be made for each additional house or apartment equal to 2 1/2 times the estimated annual revenue less the estimated cost of secondary service and metering equipment required to serve that house or apartment.
 - b) The total of all refunds shall not exceed the total payment made by the builder or developer.

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VI. GENERAL SECONDARY SERVICES

A. Member's Wiring and Service Equipment

Member's wiring and service equipment shall be installed in accordance with the requirements of the Corporation, not less than the requirements of the National Electric Code, or other such codes as may be applicable, and shall be subject to inspection by the agencies having jurisdiction. These requirements have been summarized in a booklet published by the Corporation entitled "Electric Standards Manual." It is available upon request or on the Company's website, www.nobleremc.com.

The Corporation may refuse to make connections to the member's wiring and service equipment or to continue service thereto whenever, in its judgment, such installation is not in accordance with accepted code requirements, as stated in the first paragraph of this section.

If a member's electric service has been disconnected for a period of more than 2 years, an inspection will be required by the agencies having jurisdiction prior to reconnection by the Corporation.

B. Member's Electric Equipment

The member shall provide the Corporation with a list of all electric equipment for which service is requested, including lighting, HVAC, cooking, process heating, welding, air compressors, manufacturing equipment, computers, refrigeration, etc.

Any electric load, which may negatively impact the electric distribution system such as welders, large motors (5 hp or greater), drives, and specialized manufacturing equipment, shall be reviewed by the Corporation prior to connection. Soft start, reduced voltage starters, or other remediation may be required.

C. Point of Delivery

The member shall provide the Corporation with site drawings and details of the electric equipment to be installed. Upon receipt of such information, the Corporation will designate the location of company facilities. The member must, without charge, make this location available to the Corporation for the installation of transformers, meters or other equipment of the Corporation, which may be necessary for the fulfillment of such contracts as the member may enter into with the Corporation. Such locations must be kept accessible for safety and maintenance of Corporation property.

D. Underground Service (Secondary Specifications and Charges)

1. Residential Service Requirements

When a member requests single-phase residential service, the member shall install service entrance facilities, including service equipment, having a minimum rating of 3-wire, 100 amp, 120/240 volts to a point mutually acceptable to the Corporation and member. The Corporation may furnish the meter base for a nominal fee to the member to install, own and maintain. Service conductors and associated equipment to the

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metering device (for underground services) or the weather head (for overhead services) from the secondary facilities on the pole or service pedestal shall be maintained by the corporation.

2. Service to Manufactured Home

The member shall install the meter base and service disconnect on a meter pole or pedestal or other approved structure mutually acceptable by the Corporation and the member.

3. All Service Requirements

The Corporation may furnish all metering equipment as required for the installation by the member or the member's electrician. The member shall install the meter base in an exterior location mutually acceptable by the Corporation and the member.

- a) Members' responsibility for electric service installation is detailed in the Corporation's "Electric Standards Manual," available upon request or on the Company's website.
- b) The member may be responsible for obtaining necessary easements and/or right-of-way.
- c) All members qualifying for commercial and industrial rate schedules shall provide and install secondary service lines from the transformer to the service panel. Normally, the Corporation will request the setting of the transformer adjacent to the building near the service panel or disconnection devices.
- d) All trenching and excavating is performed by Noble REMC according to Company specifications. The member is provided with a "Trenching Agreement" which defines terms and conditions relating to work on the member's property. The member is required to accept and sign this agreement prior to the start of construction on the member's property. Noble REMC is not responsible for buried lines not identified by members before excavation.
- e) Limit of Responsibility – The Corporation will install and maintain lines and equipment on its side of the point of delivery but shall not be required to install or maintain any lines, equipment or apparatus unless specifically provided for in schedules or agreements, except meters and metering equipment, beyond this point.

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VII. MEMBER RESPONSIBILITY

A. Member Liability

The Corporation's responsibility extends only to the supply of service at the point of delivery. The member assumes full responsibility for the electric usage upon premises at and from the point of delivery thereof, and for the wires, apparatus, and devices thereon used in connection with the service. The member shall indemnify, hold harmless, and defend the Corporation against all claims, demands, costs, or expense for loss, damage, or injury to persons or property in any manner directly or indirectly arising from the transmission of use of power by the member at or on the member's side of point of delivery.

B. Changes in the Member's Wiring and Equipment

All equipment supplied by the Corporation for the use of each member service has a maximum capacity and, for this reason, it shall be the responsibility of the member to notify the Corporation in writing before any change is made in the total connected load, load characteristics, purpose or location of the installation. Failure to give such notice shall render the member liable for any damage to meters, accessories, transformers or wires of the Corporation caused by the additional or changed installation.

C. Protection by Member

The member shall protect the equipment of the Corporation on the member's premises and shall not interfere with, alter, or permit interference with or alteration of the Corporation's meters or other property except by duly authorized representatives of the Corporation. In the event of any loss or damage to the property of the Corporation due to, caused by, or arising from carelessness, negligence, or misuse by a member or member's agent, the cost of the necessary replacement and repairs shall be paid for by the member.

D. Safety

All equipment installed on the premises of the member by the Corporation will be accomplished in a professional manner and in conformance with the National Electric Safety Code and the National Electric Code. The member shall not cause any changes to be made to the property that will jeopardize the Corporation's ability to conform to these standards. If the member deems that such a change is necessary, the Corporation shall be immediately notified so that safety to life and property may be maintained and appropriate changes may be made, if necessary, to the Corporation's facilities to maintain compliance with the aforementioned rule. Members may be charged for any or all costs involved in returning the corporation's equipment to a safe condition.

E. Relocation of Corporation Facilities

Members requesting a change of location of any of the Corporation's property, such as poles, anchors, underground lines, etc., will be required to pay the full cost of such relocation that does not, in the opinion of the Corporation, result in a betterment of the Corporation's facilities.

In no event will any change be made not in keeping with currently acceptable distribution construction practices.

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The Corporation will not allow members to construct any structure in, over, or under company-owned distribution equipment. The member will be required to pay all costs to relocate company-owned equipment.

F. Tampering

If the meters or any other property belonging to the Corporation are tampered or interfered with, the member being supplied power shall pay the amount which the Corporation may estimate is due for service rendered but not registered on the Corporation's meter for such replacements and repairs as are necessary, and for the costs of inspection, investigation and protective installation, and may be prosecuted for same.

VIII. ACCESS TO PREMISES

An authorized representative of the Corporation shall have the right to ingress to and egress from the premises of member at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing, disconnecting or removing meters or other property, locating underground lines, or inspecting and/or testing the member's installation or for the purpose of removing its property on the termination of its contract, or on discontinuance of service for whatever cause. Subject to extreme weather conditions, emergencies, or other circumstances of force majeure, an actual meter reading will be obtained on a monthly basis. Should access to the meter be restricted by the member, requiring further contact in order to obtain a monthly reading, an additional charge may be billed in accordance with Appendix B of the Rates and Tariffs Schedule.

IX. CONTINUITY OF SERVICE

A. Regularity of Supply

The Corporation will use reasonable diligence to provide and maintain uninterrupted service, but in case of cessation, deficiency, variation in voltage or any other failure or reversal of the service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of court or other acts reasonably beyond the control of Corporation, the Corporation shall not be liable for damages, direct or consequential, resulting from such service termination or failure.

B. Notice of Trouble

The member should give immediate notice to the Corporation of any interruptions, irregularities, unsatisfactory service, and defects known to the member. The Corporation may, at any time it deems necessary, suspend the supply of electrical energy to any member or members for the purpose of making repairs, changes, or improvements to any part of its system. The Corporation shall attempt to furnish reasonable notice of such suspension of service to members, where practicable.

C. Relocation of Delivery Point

If the Corporation is required to place underground any portion of its wires or service supply lines or relocate any pole or feeders, the member shall change the location of the point of delivery at the member's expense.

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X. CORPORATION'S RIGHT TO DISCONTINUE SERVICE

A. Disconnection of Service

The Corporation shall have the right to discontinue electric service to a member in accordance with Terms and Conditions of Service, Rates and Tariffs Schedules, or if the company determines there is an imminent danger to equipment or the general public.

B. Disconnection and Reconnection Charge

For each disconnection and reconnection, except by a terminating member, whether at the member's request or done under these Terms and Conditions of Service, the fees stated in Appendices in the Corporation's Rates and Tariff Schedules will be required to be paid. Disconnect and reconnect charges shall be paid in advance of the restoration of electrical service to the member.

C. Home Energy Assistance

Without member's request, the Corporation may not, from December 1 through March 15, disconnect electric residential service to any member who either is receiving or has applied for energy assistance.

XI. ELECTRICAL POWER SOURCE OTHER THAN PROVIDED BY THE CORPORATION

Due to the potential for equipment damage and the safety of the member and company employees, no other source of electrical power may be connected to the Corporation's electrical lines without written approval. Outside power sources may be synchronous generators, wind turbines, solar panels, etc. See Corporation's Co-Generation Agreement and Application available at www.nobleremc.com.

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XII. METERS

A. Separate Meter for Each Service

Any member desiring service at two or more separate meter points shall be billed separately at each point. Meters shall not be combined for billing purposes.

B. Meter Installations

All meter installations shall conform to the "Electric Standards Manual."

C. Meter Testing

The Corporation will, at its expense, maintain the efficiency of its meters within the allowable accuracies prescribed by 170 IAC 4-1-9. All new meters are tested at manufacture; annual random testing is also performed.

If a member requests a meter test, a test will be performed at no charge to the member. Only one test will be done per member request during any 12-month period. If a member requests more than one test during any 12-month period, they will be charged for each additional test. If the meter is found to have an error and is of an average accuracy of plus or minus 2%, the Corporation shall waive the cost of testing the meter.

D. Adjustments Due to Meter Errors

If any meter, after being tested, as provided for in these Terms and Conditions of Service, is found to have a percentage of error greater than 2% for watt-hour and electronic meters, the bills for service may be adjusted as follows:

1. Fast Meters

When a meter is found to have a positive average error, the Corporation shall refund or credit the member's account with the amount in excess of the average bill for the period the meter was fast, if such period can be determined, or one year, whichever period is shorter. An average bill shall be calculated based on kilowatt-hours registered on the meter over corresponding periods either prior or subsequent to the period the meter is determined to be fast. No part of the fixed monthly service charge shall be refunded.

2. Stopped or Slow Meters

When a meter has failed, the Corporation may charge the member for the kilowatt-hours and/or demand units incorrectly registered for one-half of the period since the last previous test or one year, whichever is shorter. The amount of the charge to the member shall be estimated based on an average bill. The Corporation may charge the member for such amounts except where the Corporation negligently allows the stopped or slow meter to remain in service.

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XIII. BILLING

A. Billing Period

Bills for electric service will be rendered monthly from meter readings computed according to the Corporation's Rate Schedules, Terms and Conditions of Service, and Corporation's established Policies.

Bills for special or short-term service under the applicable rates, including the cost of connecting and disconnecting, may be rendered at the discretion of the Corporation and shall be payable on demand.

B. Initial Billing

A member beginning electric service will receive a first bill for a meter reading taken at the first regular reading date. The minimum bill, as established in the current rates approved by the Corporation Board of Directors, will apply. All subsequent bills will be calculated on the regular monthly cycle established by the Corporation.

C. Final Billing

A member terminating electric service will be billed for service from the most recent meter reading billed to the meter reading at the date of termination of service. A minimum billing will not apply to the final billing; however, actual kilowatt-hours will be billed according to the Corporation's Rate Schedules.

D. Payment of Bills

Bills will be dated with the billing date, i.e. the date the bills are mailed. The due date of the bill will be at least 17 days after the stated date, after which time it shall become a delinquent bill subject to late payment charges as established by the Corporation's Board of Directors.

Service may be disconnected for nonpayment after giving a 14-day notice of disconnection.

E. Special Collection Charge

If the Corporation deems it necessary to send an employee to the premises of any member owing a delinquent account to disconnect service, a fee will be charged as stated in the Corporation's Rates and Tariff Schedules.

F. Failure to Receive a Bill

Failure to receive a bill shall not entitle a member to any extension of time for payment.

G. Service Charge for Returned Checks

A returned check, for any reason, is the responsibility of the member or the member's agent, and they shall be assessed a returned-check charge as stated in the Corporation's Rates and Tariff Schedules. The charge shall be assessed on each occurrence of that document and each successive occurrence of negotiable items tendered.

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XIV. RIGHT-OF-WAY/EASEMENTS

A. Terms

Member agrees to provide Noble REMC with a 20-foot-wide easement path centered over all installed underground lines. To access adjoining properties where equipment is installed is within this 20-foot-wide path of the property line, Noble REMC will extend the line without requesting additional easements.

B. Procurement

Easement granting permission for the erection of the Corporation's equipment and the right to enter on the premises to maintain such equipment shall be granted by the applicant or member without cost to the Corporation and in consideration of its connection.

Any person or persons applying for the construction of an extension may be required to secure for the Corporation all necessary and convenient right-of-way and to pay the costs incident thereto, including the clearing of timber and brush to meet specifications.

In the event the Corporation extends service to an applicant prior to such applicant/member executing the necessary easement for the Corporation to enter and maintain its equipment on the member's real estate, any subsequent refusal by the member to execute the easement shall constitute adequate cause for the Corporation to revoke the acceptance of the member application provided for in Section II Subparagraph E hereof. In such an event, the Corporation will give notice to the member of the disconnection of service until the member has executed the necessary grant of easement. In such cases, the Corporation will first notify the member of the proposed disconnection in the same manner as provided the Company's Rate and Tariff Schedules and Terms and Conditions of Service.

C. Tree Trimming

Members shall grant Noble REMC permission to access overhead and underground facilities for tree trimming or mowing operations. This access shall include a 20-foot-wide path centered along the overhead or underground conductors.

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XV. BEGINNING AND ENDING SERVICE

Any person or persons starting the use of the electric service without first notifying the Corporation of the new account and enabling the Corporation to read the meter may be held responsible for any amount due for service supplied to the premises from the last available meter reading.

The member shall give reasonable notice of termination of service and may be held liable for energy used after notice to terminate the service until a final meter reading acceptable to the Corporation is obtained.

Notice of discontinuance of service prior to the expiration of a contract term will not relieve a member from any minimum or guaranteed payment under any contract or rate.

A member requesting disconnection and then reconnection of service shall pay disconnection and reconnection fees before service is restored at the same location, as specified in Terms and Conditions of Service and Rate Schedules and its Appendices.

XVI. GENERAL

A. Office of System

Whenever these Terms and Conditions of Service provide that notice to be given or sent to the Corporation or office of the Corporation, such notice, delivered or mailed first-class postage, prepaid, shall be deemed sufficient.

B. No Prejudice of Rights

The failure by the Corporation to enforce any of the terms of these Terms and Conditions of Service shall not be deemed as a waiver of the Corporation's right to do so.

C. Billing Changes

When a member is found to be on an improper rate as the result of an investigation made at member's request or by routine inspection by the Corporation, the change of billing to the proper rate will apply to the bill for the month during which the check is made. Any adjustment in charges previously made for services under an improper rate classification shall be determined upon the basis of the Corporation's or the member's responsibility for such improper classification.

D. Exceptional Cases

The usual supply of electric service shall be subject to the provisions of these Terms and Conditions of Service, but where special service conditions arise for which provision is not otherwise made, the Corporation may modify or adapt its terms to meet the requirements of such cases, subject to the Terms and Conditions of Service and/or approval by Corporation's Board of Directors.

E. Assignment

Subject to these Terms and Conditions of Service, all contracts made by the Corporation shall be binding upon, and oblige and ensure for the benefit of, the successors and assigns heirs, executors, and administrators of the parties thereto.

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XVII. NOBLE REMC'S ARTICLES OF INCORPORATION, BYLAWS, AND POLICIES

This document does not supersede the Noble REMC's Articles of Incorporation, Bylaws, or Policies. Copies of each are available to members upon request.