

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 1 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 53 Sheets

RULES AND REGULATIONS

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 lawful orders of the State Corporation Commission they have the force and effect of law. They are subject to change from time to time, and upon filing with the State Corporation Commission 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 the Rules and Regulations may be viewed or obtained by any Customer at the Cooperative's principal place of business or at the State Corporation Commission where they have been filed of record.

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SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 2 of 47

(Name of Issuing Utility)

Entire Territory Served

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(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 53 Sheets

**RULES AND REGULATIONS
INDEX**

	Page
<u>SECTION 1: DEFINITIONS</u>	
A. Cooperative	6
B. Commission	6
C. Customer	6
D. Residential Customer	6
E. Town	6
F. Village	6
G. Rural	6
H. Electric Service Agreement	6
I. Multiple Residential Complex	7
<u>SECTION 2: APPLICATION FOR SERVICE AND AGREEMENTS</u>	
A. Application by Customer	7
B. Additional Provisions	7
C. Rates	8
D. Term of Contract	8
E. Temporary Service	8
(1) Additional Charge	8
(2) Refund to Customer	8
F. Change in Occupancy	9
G. Re-selling or Redistributing of Service	9
<u>SECTION 3: STANDARDS ON BILLING PRACTICES</u>	
A. Contents of Bill	10
B. Customer Meter Readings	12
C. Estimated Meter Readings	12
D. Proration	15
E. Responsibility for Payment of a Bill	16
<u>SECTION 4: STANDARDS ON DELAYED PAYMENT CHARGES</u>	
	17

Issued _____
 _____ Month _____ Day _____ Year
 Effective _____
 _____ Month _____ Day _____ Year
 By _____ CEO
 _____ Signature of Officer _____ Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 3 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 53 Sheets

SECTION 5: STANDARDS ON SECURITY DEPOSIT PRACTICE 19

SECTION 6: STANDARDS ON DISCONTINUANCE OF SERVICE PRACTICES 23

SECTION 7: COLD WEATHER RULE 30

- A. Availability 30
- B. No Disconnections when Temperature below 35 Degrees 30
- C. Good Faith Test 31
- D. Responsibilities of the Cooperative 32
- E. Other Provisions 33

SECTION 8: BILL PAYMENT 34

- A. Payment of Bills 34
- B. Meter Reading Periods 34
- C. Cash Payment 34
- D. Returned Check Charge 34
- E. Tax Adjustments 34
 - (1) Special Taxes 34
 - (2) Gross Receipts Tax 35
- F. Residential Budget Payment Plan 35
 - (1) Availability 35
 - (2) Estimated Bills 35
 - (3) Conditions of Budget Payment Plan 35
- G. Default 36
- H. Collection, Disconnection, and Reconnection Charges 37

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 4 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 53 Sheets

<u>SECTION 9: CUSTOMER'S SERVICE OBLIGATION</u>	37
A. Customer to Furnish Right-of-Way	37
B. Access to Customer's Premises	38
C. Customer's Installation	38
D. Protection of Customer's Equipment	38
E. Dangerous or Disturbing Uses	39
F. Inspections and Recommendations	39
G. Defective Customer Equipment	39
H. Construction or Uses Affecting Cooperative's Equipment	40
I. Protection of Cooperative's Property	40
J. Tampering or Fraudulent Use of Cooperative's Facilities	41
K. Indemnity to Cooperative	41
L. Parallel Operations	42
M. Charges for Work Completed on Customer's Premises	42
 <u>SECTION 10: COOPERATIVE'S SERVICE OBLIGATIONS</u>	 43
A. Overhead Service Installation	43
(1) Installation of Service Wires to Poles	43
(2) Installation of Service Wires to Building	43
B. Underground Service Installation	43
C. Energizing by Cooperative Only	44
D. Delivery of Electric Service	44
E. Property of the Cooperative	45
F. Continuity of Service	45
G. Curtailment, Interruption or Suspension of Service	46
H. Restoration of Service	46
I. Liability of Cooperative	46
 <u>SECTION 11: LINE EXTENSION POLICY</u>	 47
A. Single Phase Line and Service	47
B. Multiphase Line and Service	47
C. Contract Term	47
D. Special Contracts for Service	47
E. Proration of Minimum Monthly Charge	48
F. Contribution by Developer	48

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 5 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 53 Sheets

<u>SECTION 12: METERING</u>	48
A. Metering of Service	48
B. Separate Metering	48
C. Multi-Metering Installations	49
D. Changes in Meter Installations	49
E. Meter Seals	50
F. Meter Accuracy and Testing	50
G. Demand Meters	51
H. Special Meter Tests	51
<u>SECTION 13: GENERAL CLAUSES</u>	52
A. Waiver	52
B. Legal Notices Between Customer and Cooperative	52
C. Authority and Waiver	52
D. Request for Investigation	52
<u>SECTION 14: SERVICE FEES RATE SCHEDULE</u>	53

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.
(Name of Issuing Utility)

Replacing Schedule _____ Sheet 6 of 47

Entire Territory Served
(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 6 of 53 Sheets

SECTION 1: DEFINITIONS

In addition to the usual meaning, all words or terms in these Rules and Regulations, in Rate Schedules and 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 meanings given below:

- A. **COOPERATIVE:** The Pioneer Electric Cooperative, Inc., Ulysses, Kansas, 67880, telephone 620-356-1211, which furnishes electric service under these Rules and Regulations.
- B. **COMMISSION:** The State Corporation Commission of the State of Kansas, 1500 SW Arrowhead Rd, Topeka, Kansas, 66612-1594, or any successor of such Commission having jurisdiction of the subject matter hereof.
- C. **CUSTOMER:** Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using electric service supplied 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 submitted Town Rate Area Maps to the Commission.
- F. **VILLAGE:** The area within the unincorporated boundaries of communities for which the Cooperative may have submitted Village Rate Area Maps to the Commission.
- G. **RURAL:** All areas not included in the Town or Village area for which the Cooperative may have submitted Rural Rate Area maps to the Commission.
- H. **ELECTRIC SERVICE AGREEMENT:** The application, agreement, or contract, pursuant to which the Cooperative supplies electric service to the Customer.

Issued _____
Month Day Year
Effective _____
Month Day Year
By _____ CEO
Signature of Officer Title

NOTED & _____ FILED _____
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OF KANSAS
By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 7 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 7 of 53 Sheets

- 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 (50%) or more of the value of the building or structure. The term does not include: (a) operations catering predominantly 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 shall 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 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 shall be supplied to the Customer under the provisions of the Customer's Electric Service Agreement, the Cooperative's applicable Rate Schedules, all Rules and Regulations in effect and on file with the Commission, the Commission's applicable General Orders, and any special Contract or Agreement with the Customer. The taking of electric service by a Customer shall constitute acceptance of, and an agreement to be bound by, all such provisions. Any changes in Rate Schedules, Rules and Regulations, or General Orders of the Commission, shall act as a modification of the Electric Service Agreement then in existence without further notice.
- (2) The Customer shall 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 shall be supplied.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 7 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 8 of 53 Sheets

C. RATES: Rates for electric service shall be those of the Cooperative on file with the Commission, 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 at the Commission where they have been filed of record.

D. TERM OF CONTRACT: Unless otherwise specified, Electric Service Agreements shall 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 in excess of one (1) year commensurate with the Customer's electric service requirements and the necessary service facilities and equipment. (See Section 11C) Service shall be continued after the expiration of the initial contractual period until cancelled by the Customer upon proper notice to the Cooperative.

E. TEMPORARY SERVICE:

(1) Additional Charge: Temporary service shall be supplied in accordance with the applicable Rate Schedule for the type of service to be supplied, except that there shall 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.

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

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 8 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 9 of 53 Sheets

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 shall give written notice to the Cooperative or at the discretion of the Cooperative, oral notice, not less than seven (7) days prior to the date of change. If the Cooperative permits an oral connect or disconnect request, a record, utilizing a unique number and the Cooperative employee's name or code, should be made of the request. The record should be retained for at least four months. The outgoing Customer shall 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 shall 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 shall not by such notice be relieved of any obligations already accrued under the Electric Service Agreement.

G. RE-SELLING OR REDISTRIBUTING OF SERVICE: The electric service provided is for the sole use of the Customer and the Customer shall 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 shall be sufficient cause for discontinuance of service under Section 6 A (1).

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
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 Signature of Officer Title

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 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 12A of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 10 of 53 Sheets

SECTION 3: STANDARDS ON BILLING PRACTICES

A. CONTENTS OF BILL:

- (1) The Cooperative shall 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 as may be in accordance with the practices of Pioneer Electric and the orders of the Commission. Each service bill issued to a Customer shall show:
 - a. The beginning and ending meter registration for the reading period, except that estimated billings shall disclose that it is based on estimated meter reading. The entire word "Estimated" must be shown on the bill.
 - b. The date of the meter reading and the date of the bill. Pioneer Electric shall read meters in a range of no less than 26 days and no more than 36 days for monthly billing. Pioneer Electric Cooperative may vary its meter reads from this period to take into account the effects of connections, disconnections and for customers directly affected by rerouting.
 - 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.
 - f. The fuel, power or energy cost adjustment in cents per kilowatt hour (KWH) and the total amount of the adjustment due.
 - g. If the fuel, power or energy cost adjustment is prorated, each proration factor and associated usage must be shown on the bill.
 - h. The amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection charges, installment payments, and other utility charges authorized by the Commission.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
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 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 13 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 11 of 53 Sheets

- i. The total amount due for the current billing period.
 - j. The amount due for franchise and sales taxes and research and development surcharges stated separately.
 - k. The address and telephone number of Pioneer Electric Cooperative and the identification of the office where a customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
 - l. General information explaining overall changes in rates and customer charges must be made available to customers through bill inserts or direct mail when new rates are implemented due to a rate case.
- (2) The bill shall also show any adjustment to previous billings based on estimated meter usage or customer meter readings. The adjustment shall be made after actual usage has been determined by a meter reading by the Cooperative, pursuant to Subsections 3B(2) and C(2). The adjustment shall be calculated for the period between the prior and the most recent meter reading by Pioneer Electric Cooperative. If the adjustment shows a net balance due the Cooperative, the Customer shall 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 shall be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.
- (3) 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 Commission.
- (4) If the Customer makes a partial payment for the total bill, the Cooperative shall credit payment: (a) first to the balance outstanding for utility service beginning with the oldest service debt, (b) then to additional utility charges (such as disconnection/reconnection fees) and (c) then to special charges as defined above.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
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 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

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Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 15 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 12 of 53 Sheets

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

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

B. CUSTOMER METER READINGS:

(1) The Cooperative may request Customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the Customer shall be on printed forms provided by the Cooperative, such forms to contain instructions as to the methods of reading. In the event the Customer does not furnish a meter reading pursuant to this subsection for two consecutive periods, the utility may read the meter and charge the Customer a meter reading charge as provided in rules and regulations filed with approved by the Commission.

(2) Meter readings by the Customer, though used for billing purposes, shall not be considered final. Such Customers' meters shall be read at least once a year by the Cooperative and an adjustment shall be made in accordance with Section 3A(2). A final bill, when service is discontinued, must be based upon actual reading by the utility, except as provided in Subsection 3C(1)(e).

C. ESTIMATED METER READING:

(1) The Cooperative may render a bill based on estimated meter reading only if the estimating procedures employed by the Cooperative and any substantial changes in those procedures have been approved by the Commission. And, if the bill is rendered:

a. To Seasonal Customers, provided an appropriate Rate Schedule is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle;

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
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 Signature of Officer Title

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 By _____ Secretary

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SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 16 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 13 of 53 Sheets

- b. When extreme weather conditions, emergencies, work stoppages, or other circumstances beyond the Cooperative's control prevent actual meter readings;
 - 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;
 - d. When the Customer does not furnish a meter reading as requested by the Cooperative; or
 - e. Notwithstanding subsections (a)-(d), the Cooperative may also render a bill based on estimated meter reading as a Customer's final or initial bill only when:
 - (1) The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Cooperative,
 - (2) An actual meter reading would not show actual Customer usage but is used in estimating usage, or
 - (3) An actual meter reading cannot be taken because of broken meter or other equipment failure.
- (2) Maximum number of estimated bills.
- a. The Cooperative may, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated bill under Subsections (a) and (b), the Cooperative may request the Customer to provide a meter reading upon pre-addressed forms.
 - b. The Cooperative may not render an estimated monthly bill more than a total of six times per year.

Issued _____
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 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 By _____ Secretary

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(Name of Issuing Utility)

Replacing Schedule _____ Sheet 16 of 47

Entire Territory Served

(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 14 of 53 Sheets

c. In situations where both the meter is inaccessible and the customer is not available to furnish a meter reading, Subsection C, the utility may render an estimated bill as necessary. Such customer's meters will be read at least once a year by the utility and an adjustment shall be made in accordance with Section 3A(2). The Cooperative may charge the customer a meter reading charge as provided in rules and regulations filed with and approved by the Commission.

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

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

(1) Meter readers should not make field estimates of usage. Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.

b. Maintain estimated bill records for at least 36 months and in the same manner as all other customer billing history.

c. Clearly disclose on the bill that it is based on estimated meter reading by showing the entire word "Estimated"; and

d. Make any appropriate adjustment upon subsequent actual reading of the meter.

(4) A utility may also render a bill based on an estimated meter reading when the customer is paying under an average or level payment plan under which payments are based on an estimated or projected average usage if:

a. The plan has been approved by the Commission;

b. Actual meter readings are made, except as provided in 3C(1) above; and

c. The disclosures required by 3A(4) are made.

Issued _____
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 Signature of Officer Title

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 By _____ Secretary

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Replacing Schedule _____ Sheet 17 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 15 of 53 Sheets

D. PRORATION:

- (1) Proration of fuel, power or energy cost adjustment.
 - a. Proration of fuel, power or energy cost adjustment is optional. If these adjustment(s) are prorated, each ECA factor and estimated usage associated the ECA must be shown on the bill.
 - b. Fuel, power or energy cost adjustment must be prorated during the billing month in which a change in rates or tariffs becomes effective.
- (2) Proration of customer charges.
 - a. Customer charges shall be prorated only in the following situations:
 - 1. Connection or disconnection of service which causes the billing cycle to be outside the range of 26 through 36 days.
 - 2. When rerouting of meter routes, for only those customers directly affected, causes the billing cycle to be outside the range 26 through 36 days; and
 - 3. During the billing month in which a change in rates or tariffs become effective.
- (3) Proration for general changes in rates or tariffs.
 - a. The Cooperative must prorate customer's bills during the billing month a change in rates or tariffs becomes effective.

Issued _____
 _____ Month _____ Day _____ Year
 Effective _____
 _____ Month _____ Day _____ Year
 By _____ CEO
 _____ Signature of Officer _____ Title

NOTED & _____ FILED _____
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 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 30 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 16 of 53 Sheets

E. RESPONSIBILITY FOR PAYMENT OF A BILL:

- (1) The Cooperative shall not threaten refuse to or threaten or disconnect the service of an individual for an outstanding debt on an account unless that individual either signed the service agreement on the account or agreed orally at the time the service was established to be responsible for the account. The only exception to this rule is when the individual and the customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.
- (2) The Cooperative shall not threaten or refuse service to or threaten or disconnect the service of an individual for an outstanding debt more than five (5) years old if the service agreement was signed and three (3) years if the agreement was oral.

F. Once a year, the Cooperative shall mail to each of its customers a notice apprising them of the Commission's complaint procedure including its role in settling complaints which have reached an impasse. The notice should include the Commission's Consumer Protection Office's telephone number as well as a comment/complaint form concerning the Cooperative's performance. The notice or copies of the notices shall be sent to the Commission.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
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 Signature of Officer Title

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 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

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Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 19 of 47

(Name of Issuing Utility)

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which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 17 of 53 Sheets

SECTION 4: STANDARDS ON DELAYED PAYMENT CHARGES

A. All bills for utility service are due and payable upon receipt. A customer of the Cooperative shall be informed of and be able to specify to which service the payment(s) are to be applied, regardless of whether the payments are for current usage or arrearages. A bill shall be deemed delinquent if payment thereof is not received by the utility or its authorized agent on or before the date stated on the bill which date shall be:

(1) For Residential Customers except those on the Arrearage Average payment Plans, the last date on which payments received can, in the normal and reasonable course of the Cooperative's procedures, be credited to the Customer's account in preparing his or her next normal billing.

(2) For Residential Customers on the Arrearage Average Payment Plan, an additional five (5) days shall be added to the normal due date and any payment received by the utility within the extra five (5) days shall be counted as an on-time payment with no penalty due. The utility may continue to show only the normal due date on the bill provided:

- a. Customers on average payment plans are informed they have the additional five (5) days.
- b. Inadvertent late payment charges paid to the Cooperative within the five (5) days are credited to the Customer's account.

(3) For all other Customers, the fifteenth (15) day after the date of billing.

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

C. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the Cooperative's office is not open to the general public, the final payment date shall be extended through the next business day.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 19A of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 18 of 53 Sheets

- D. If a Commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, the Cooperative shall offer to mail a copy of the bills to the Customer's bill-paying office at the same time it is delivered to the local business. If the customer chooses, the Cooperative shall offer the option of paying a one percent (1%) late fee every month for a time extension of 14 days. The Cooperative may discontinue this option for the Customer after the Customer requests it or fails to pay the bill within the 29 days established by this provision.

- E. Arrearage Average Payment Plan-- An average payment plan similar to the Cold Weather Rule average payment plan must be one of the options available to Residential Customers with arrears. The Customer shall 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 Cold Weather Rule plan or Arrearage Average Payment Plan must be paid off before entering into this plan. Customers shall be informed of this option.

- F. The Cooperative may discontinue service for a delinquent bill after issuing the notice required by Section 6. As stated in said notice, if collection is made at the customer's premises or service is discontinued because of non-payment of a bill, the Cooperative shall require a collection or disconnection charge. Such collection or disconnection charge shall be as provided in rules and regulations filed with and approved by the Commission.

After disconnection of service for non-payment of a bill should service be reconnected in accordance with the appropriate provisions of the Cooperative's rules, regulations and tariffs, a reconnection charge shall be applied. Such reconnection charge shall be as provided in rules and regulations filed with and approved by the Commission.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 9 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 19 of 53 Sheets

SECTION 5: STANDARDS ON SECURITY DEPOSIT PRACTICE

A. The Customer may be required to provide reasonable credit information to the Cooperative before service is made available. 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 shall have two (2) months to secure positive identification and up to two (2) additional months if payments are kept current. A commensurate period should be allowed for less than a full deposit. The Cooperative may, at the time of Application for service, require a security deposit to guarantee payment of bills for electric service rendered if:

- (1) The Cooperative establishes that the Customer has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based.
- (2) The Customer has outstanding, with the Cooperative, an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.
- (3) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of any utility within the last five (5) years.

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:

- (1) The Customer has outstanding, with the Cooperative, an undisputed and unpaid service account which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided after an oral agreement.
- (2) The Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the service of any utility within the last five years.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 10 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 20 of 53 Sheets

(3) The Customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods, one of which is at least 60 days in arrears.

B. No deposit shall be required by the Cooperative because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

C. The amount of the cash security deposit or surety bond required shall not exceed the amount of the Customer's projected average of two (2) months' bill(s) for residential and small commercial customers. For other customers, such deposit shall not exceed the amount of that customer's projected largest two (2) months' bill(s). If the Cooperative is utilizing turn-around billing for the Customer, the cash deposit or surety bond shall not exceed three (3) months' average bills for residential or small commercial customers or three (3) months' largest bills for other customers. If the Customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's average use may be assessed. For purposes of establishing deposits and projecting monthly bills, the utility shall consider the length of time the customer can reasonably be expected to take service, past consumption patterns, end use of the service, and consumption patterns of other similar customers. The amount of the cash deposit or surety bond may be adjusted if the character or volume of the customer's service should change.

The Cooperative shall inform the customer of and permit payment of any required Residential or Small Commercial Customer's deposit in equal installments over a period of at least four (4) months when deposits are based on two (2) average months' usage and a period of at least six (6) months when deposits are based on three (3) average months' usage. An additional two (2) months shall be given to Customers who have been assessed an additional deposit due to documented diversion (meter bypass). For purposes of this section, a small commercial customer is one which uses no more than 3,240 Kwh of electricity in an average month.

D. The Cooperative shall maintain a record of all security deposits received from Customers showing the name of each Customer, the address of the premises for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest paid.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

(Name of Issuing Utility)

Replacing Schedule _____ Sheet 11 of 47

Entire Territory Served

(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 21 of 53 Sheets

E. When the Cooperative accepts a security deposit, a nonassignable receipt shall be issued to the Customer containing the following minimum information:

- (1) Name of Customer
- (2) Place of deposit
- (3) Date of deposit
- (4) Amount of deposit
- (5) Cooperative name and address, signature and title of the Cooperative employee receiving the deposit.
- (6) Current annual interest rate earned on the deposit
- (7) Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from Residential Customers shall be either credited with simple interest to their utility bills, or if requested, refunded, after customer has paid nine (9) of the last twelve (12) bills on time and no undisputed bill as unpaid after 30 days beyond due date. Deposits under \$300 taken from nonresidential customers shall be returned after 36 months of on-time payment. The payments need not be consecutive. Nonresidential deposits of \$300 or more may be retained until termination of service.

However, in lieu of a receipt, the Cooperative may indicate on the Customer billing the amount of any security deposit retained by the Cooperative, provided that the information required by subsections (6) and (7) above is otherwise individually given in writing to the Customer. In all cases, a receipt shall be given upon Customer request.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 12 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 22 of 53 Sheets

- F. Upon termination of service, if the security deposit is not to be transferred, the Cooperative will refund the deposit to the customer less any unpaid utility bills due the utility. Deposits taken from residential customers shall be either credited with interest to their utility bills or, if requested, refunded, after 12 months if the customer has paid nine (9) out of the last twelve (12) bills on time and no undisputed bill was unpaid after 30 days beyond due date. The month(s) of a disputed bill(s) shall be ignored in this calculation. Non-residential deposits of \$300 or more may be retained until termination of service. A deposit need not be returned until all undisputed amounts are paid. When refunded or credited, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1978. Supp. 12-822 and amendments.
- G. Interest payments on residential or non-residential deposits shall be credited to the Customer's bill or refunded at least once a year.
- H. Service deposits shall be nontransferable from one customer to another customer; however, upon termination of the Customer's service at the service address, the utility may transfer the deposit to the Customer's new active account.
- I. In lieu of the security deposit, the Cooperative shall accept the written guarantee of any of its Residential Customers with no deposit on file or may accept the written guarantee of a responsible party as surety for a Residential Customer's Service account. The Cooperative may 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 IV or the Cold Weather Rule. The Cooperative shall not hold any Guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees.

The Guarantor of a Residential Customer shall be released upon non-delinquent payment by a residential customer of all undisputed proper charges for electric service as outlined in 5F, or upon termination of service and payment of service bills.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 24 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 23 of 53 Sheets

SECTION 6: STANDARDS ON DISCONTINUANCE OF SERVICE PRACTICES

A. The Cooperative may discontinue or refuse service for any of the following reasons:

- (1) When the Customer requests it.
- (2) When the service is abandoned.
- (3) When a utility bill becomes delinquent as provided in Section 4A, after proper notice, as provided in Section 6E.
- (4) When a dangerous condition exists on the Customer's premises.
- (5) When the Customer fails to provide credit information, security deposit or guarantee as set forth in Section 5A or has a previous undisputed and unpaid separate account for electric service with the Cooperative.
- (6) When the Customer misrepresents his or her identity for the purpose of obtaining electric service.
- (7) When the 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.
- (8) When the Customer violates any rule of the Cooperative, which adversely affects the safety of the customer or other persons, or the integrity of the Cooperative's delivery system.
- (9) When the Customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), Cooperative's service situated or delivered on or about the Customer's premises.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 25A of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 24 of 53 Sheets

B. None of the following shall constitute sufficient cause for the Cooperative to discontinue service:

- (1) The Customer's failure to pay for special charges as defined in Section 3A (3).
- (2) The Customer's failure to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these rules, 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 for the same class of service, and may discontinue service at such successive metering point, residence, or location of such transferred amount.
- (3) The Customer's failure to pay for a different class of service received at the same location. 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.
- (4) 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.
- (5) The failure to pay an electric service account more than five (5) years old if the Service Agreement was signed and three (3) years if the agreement was oral.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.
(Name of Issuing Utility)

Replacing Schedule _____ Sheet 26 of 47

Entire Territory Served
(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 25 of 53 Sheets

C. Except for discontinuance pursuant to Section 6A(1), (3), (7) and (8), the Cooperative shall not discontinue service unless:

- (1) 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 pursuant to Subsections E and F (2) are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection; and
- (2) 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.

D. Discontinuance in special circumstances:

- (1) If a Residential Customer notifies the Cooperative and establishes that:
 - a. Discontinuance would be especially dangerous to the health of the Customer, resident member 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 shall 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 shall be given to the weather, and the Customer's or other resident's medical condition, age, or disability.

Issued _____
Month Day Year
Effective _____
Month Day Year
By _____ CEO
Signature of Officer Title

NOTED & _____ FILED _____
THE STATE CORPORATION COMMISSION
OF KANSAS
By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 27 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 26 of 53 Sheets

E. Notice of discontinuance of service:

- (1) The Cooperative will give the Customer ten (10) days written notice before discontinuing service, unless the discontinuance is upon Customer request, or involves a dangerous condition, a violation of Cooperative rules or unauthorized interference diversion or use of service, Section 6A(1), (3), (7) or (8), in which case the Cooperative may discontinue service immediately. However, if the Cooperative has knowledge that persons other than the Customer or members of the Customer's family are residing at the premises where unauthorized interference, diversion, or use (meter bypass) is taking place, the Cooperative shall give such persons a two (2) day written or twenty-four (24) oral notice prior to discontinuance.
- (2) The Cooperative, if it can prove that a Customer has received service by using a false identity, may disconnect the Customer 48 hours after a personal or phone contact is made with the Customer of record and the telephone number of the Commission's Consumer Protection Office is given to the Customer, or ten (10) days after a disconnect notice is sent, whichever is quicker.
- (3) A notice separate from other utility bills, information or advertising shall be sent to the account name and address and in the case of residential occupancy, to the address where service is provided, if different. Service of notice by mail is complete upon mailing. The Cooperative shall maintain an accurate record of the date of mailing and the effective dates of the notice. The notice shall be effective for one (1) month after initial date upon which and after which service can be disconnected.
- (4) The Cooperative should notify, or attempt to notify, customers by phone at least two (2) days before they are to be disconnected.
- (5) 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 shall also post a notice of discontinuance in a common area of the residential building served. Such notice shall be posted at least five (5) days prior to the discontinuance date specified therein.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 28 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 27 of 53 Sheets

F. The notice(s) required by Section 6E shall contain the following information:

- (1) The name and address of the Customer, and the address, if different, where service is rendered.
- (2) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection.
- (3) The dates between which service can be discontinued unless the Customer takes appropriate action.
- (4) Terms under which the Customer may avoid discontinuance.
- (5) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Cooperative for moneys not in dispute.
- (6) A statement reasonably calculated 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 provided in Section 6D. The address, telephone number and name of the Cooperative office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that the Customer may meet with a designated employee of the Cooperative and may 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 Commission's Consumer Protection Office should follow this statement.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 28A of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 28 of 53 Sheets

G. The Cooperative employee who is to disconnect service shall:

- (1) Immediately preceding the discontinuance of service, make a reasonable effort to:
 - a. Contact and identify himself or herself to the Customer or responsible person then upon the premises and shall announce the purpose of his or her presence.
 - b. Identify and record the name of the person contacted.
 - c. Accept payment of all amounts tendered to him which are necessary to avert disconnection.
 - d. Record statements disputing the accuracy of the delinquent bill.
 - e. Record statements disputing the accuracy of the Cooperative's finding concerning the cause for discontinuance.
 - f. Record statements concerning the medical condition or any permanent resident of the premises.
- (2) If contact with the Customer is not made, the employee shall 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.

H. Restoration of service:

- (1) Upon the Customer's request, the Cooperative shall restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required, satisfactory credit arrangements have been made.
- (2) At all times, the Cooperative shall make every effort to restore service on the restoration day requested, and in any event, restoration shall be made not later than the next business day following the day requested by the Customer.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.
 (Name of Issuing Utility)

Replacing Schedule _____ Sheet 29 of 47

Entire Territory Served
 (Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 29 of 53 Sheets

(3) The Cooperative may charge a reasonable fee for the restoration of service as provided in Section 4F.

I. 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 shall:

- 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.
- 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 telephone communication, personal meetings, formal or informal hearings, onsite 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 shall advise the Customer of formal and informal procedures available before the Commission. The Cooperative may then discontinue the service if proper notice has been given.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 30 of 53

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 30 of 53 Sheets

SECTION 7: COLD WEATHER RULE

A. Availability

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any Kansas Residential Customer with unpaid arrearages to retain or restore electric service throughout the cold weather period, which extends from November 1 through March 31.

B. Prohibitions on Disconnections

The Cooperative shall not disconnect a Customer's service between November 1 and March 31 when the local National Weather Service office forecasts that the temperature will drop below 35 degrees or will be in the mid 30s or colder within the following 48-hour period unless:

- (1) It is the Customer's request; or
- (2) The service is abandoned; or
- (3) A dangerous condition exists on the Customer's premises; or
- (4) 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
- (5) The Customer causes or permits unauthorized interference with, or diversion or use of the electric service (meter bypass) situated or delivered on or about the Customer's premises; or
- (6) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
- (7) The Customer tenders an insufficient funds check as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the Customer.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 31 of 53

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 31 of 53 Sheets

Under (1), (2), (3) and (4), the Cooperative may disconnect the service immediately. Under (5) or (6), the Cooperative may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or personal or telephone contact is made with the Customer of record and the telephone number of the Commission's Consumer Protection Office is given to the Customer, or 10 days after a disconnection notice is sent, whichever is quicker. Under (7), the Cooperative may disconnect the Customer 10 days after a disconnection notice is sent if the Customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the Customer or the residence.

C. Responsibilities of Customers

In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, the Customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the Customer shall:

- (1) Inform the Cooperative of the Customer's inability to pay the bill in full;
- (2) Provide sufficient information to allow the Cooperative to make a payment agreement;
- (3) Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposits and enter into an 11-month plan for payment of the rest of the arrearage, or enter a payment plan as negotiated with the Cooperative for the payment of the arrearage amount; and
- (4) Apply for federal, state, local or other funds for which the Customer is eligible.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 32 of 53

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 32 of 53 Sheets

D. Responsibilities of the Cooperative

The Cooperative shall comply with the following requirements:

- (1) Once a year, at least 30 days prior to the Cold Weather Rule period, mail a written notice of the Cold Weather Rule to each residential customer who is currently receiving service, and to each residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. The Cooperative shall file a copy of the notice with the Commission.

- (2) Send one written notice mailed first class at least ten (10) days prior to termination of service. A customer may not be disconnected until a 48-hour forecast above the activation temperature is predicted by the local National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Cooperative shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the Commission's standards under Section 6. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Cooperative employee shall leave a disconnect message on the Customer's door on the day prior to disconnect. There shall be no charge for this service. On the day of disconnection, the Cooperative must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Cooperative must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

The Cooperative shall in the telephone contact(s), the ten (10) day written notice, the personal contact and the disconnect message on the Customer's door in addition to the existing requirements contained in Section 6, also inform the Customer of the existence of the Cold Weather Rule; that the Customer can avoid disconnection by complying with Section 7C; and the telephone number of the Commission's Consumer Protection Office.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 33 of 53

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 33 of 53 Sheets

- (3) Inform the Customer of, or provide a list of Section 7C.
- (4) Inform the Customer of, or provide a list of, organizations where funds are available to assist with payment of utility bills.
- (5) Inform the Customer of, or provide a list of all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Cooperative must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.
- (6) Adopt and inform Customers about a third-party notification plan.

E. Other Provisions

- (1) Security Deposits—Deposits made in conjunction with the Cold Weather Rule may be amortized over the period of the payment plan, except that no security deposit may be amortized over fewer months than what is permitted by Section 5C of the Standards on Security Deposit Practice.
- (2) Weatherization Programs—The Commission recommends the Cooperative inform its customers of the long-term advantages of weatherization programs.
- (3) Default—The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the Cold Weather Rule payment plan. A Customer who defaults on a Cold Weather Rule payment plan is not eligible for the arrearage average payment plan under Section 4E unless the arrearages from the prior Cold Weather Rule plan are paid. A Customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather Rule payment plan upon making an initial payment as set forth in Section 7C(3), paying any disconnect and reconnect charges, and complying with the Customer responsibility provisions of Section 7C. A payment plan of any length that is negotiated by the Customer and the

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet _____

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 33a of 53

Cooperative after the Customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

- (4) Renegotiation of Cold Weather Rule Agreement—The Customer should be encouraged to renegotiate Cold Weather Rule payments if the Customer receives utility or other lump sum assistance.
- (5) Alternative Cold Weather Rule Plans—The Cooperative may file a Cold Weather Rule plan with terms as favorable or more favorable than the terms outlined above.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____
 Signature of Officer Title

NOTED & FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 34 of 53

(Name of Issuing Utility)

Entire Territory Served

which was filed March 2, 2001

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 34 of 53 Sheets

SECTION 8: BILL PAYMENT

- A. PAYMENT OF BILLS: All bills for electric service are due and payable upon receipt. Normally, bills shall be sent by mail; however, the non-receipt of a bill by a Customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.
- B. METER READING PERIODS: Unless otherwise provided in the Rate Schedules, meters shall 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.
- C. CASH PAYMENT: The Cooperative may require that the Customer make payment of bills by cash, certified checks, or money orders. Cooperative shall give seven (7) days notice to the Customer whenever checks shall no longer be accepted for payment of bills.
- D. RETURNED CHECK CHARGE The Cooperative may require a Returned Check Charge, as filed in the Service Fees Rate Schedule, from the Customer for Customer checks returned for insufficient funds or any other reason.
- E. TAX ADJUSTMENT:
 - (1) Special Taxes: When any city, 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, shall 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, shall be in addition to the regular charges for electric service.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.
(Name of Issuing Utility)

Replacing Schedule _____ Sheet 18 of 47

Entire Territory Served
(Territory to which schedule is applicable)

which was filed October 24, 198

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 35 of 53 Sheets

(2) Gross Receipts Tax: Where a tax is levied on a percentage of gross receipts, that percentage shall be applied to each affected Customer's bill, and the amounts so computed shall 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 shall be identified on the Customer's billing as such.

F. 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.
- (2) Estimated Bills: At the request of any qualifying Customer, the Cooperative shall 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, shall be the monthly installment.
- (3) Conditions of Budget Payment Plan: The Customer shall be entitled to receive electric service under the Budget Payment Plan provided Customer shall 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 becomes delinquent;
 - (c) that failure to pay any monthly installment on or before the delinquent date shall 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 shall 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 shall immediately terminate;

Issued _____
Month Day Year
Effective _____
Month Day Year
By _____ CEO
Signature of Officer Title

NOTED & _____ FILED _____
THE STATE CORPORATION COMMISSION
OF KANSAS
By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 19 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 36 of 53 Sheets

- (e) that if the Budget Payment Plan is terminated, any amounts payable by or due to Customer on account of the metered service during the period covered by the plan shall be billed or credited to Customer at once;
- (f) that until terminated by either party, the Budget Payment Plan shall be renewed automatically;
- (g) that the Budget Payment Plan may be periodically reviewed by the Cooperative and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the contract period shall substantially exceed the estimate; and
- (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 shall be charged or credited, as the case may be, to the service bill for the final month of such contract period which shall be subject to current settlement before the start of the next contract period.

G. 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 shall constitute a default by the Customer in his or her Electric Agreement.
- (2) The Customer's obligation to pay the amount due the Cooperative under the Customer's Electric Service Agreement shall 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, shall not constitute a default justifying discontinuance of electric service under Section 6 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, shall 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.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 30 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 37 of 53 Sheets

H. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES:

- (1) If collection of an electric service bill is made at the Customer's premises, the Cooperative shall require a Collection Charge as filed in the Service Fees Rate Schedule.
- (2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 6A(1) the Cooperative shall 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 shall 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 shall collect, as a Reconnection Charge, the sum of such 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.
- (5) Any Collection, Disconnection, or Reconnection Charges and all other utility charges due shall be paid before service is restored. These charges are in addition to any deposit, which may be required by the Cooperative before service is restored.

SECTION 9: 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.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 32 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 38 of 53 Sheets

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) Service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof for the reception, use, and control of electric energy by the Customer shall be of the type approved by the Cooperative and shall meet the requirements of the National Electrical Code and comply with all state and municipal codes insofar as they apply.
- (2) Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Cooperative which are furnished, installed, and maintained by the Customer shall be the sole responsibility of the Customer.
- (3) The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.

D. PROTECTION OF CUSTOMER'S EQUIPMENT.

- (1) The Customer 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.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.
(Name of Issuing Utility)

Replacing Schedule _____ Sheet 34 of 47

Entire Territory Served
(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 39 of 53 Sheets

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

E. 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 6A(1), if the Customer's installation is in an unsafe 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.

F. 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.

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

Issued _____
Month Day Year
Effective _____
Month Day Year
By _____ CEO
Signature of Officer Title

NOTED & _____ FILED _____
THE STATE CORPORATION COMMISSION
OF KANSAS
By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 35 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 40 of 53 Sheets

H. 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 6A(1).

I. 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 rule shall be considered sufficient cause for discontinuance of service immediately, without notice under Section 6A(1).
- (2) In case of loss or damage to the property of the Cooperative on account of any carelessness, neglect, tampering, or misuse by the Customer, any member 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.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 36 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 41 of 53 Sheets

J. TAMPERING OR FRAUDULENT USE OF COOPERATIVE'S FACILITIES.

- (1) The Cooperative may discontinue service to a Customer under Section 6A(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.

K. INDEMNITY TO COOPERATIVE.

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

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 37 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 42 of 53 Sheets

(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, buildings, 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 serve Customer, unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Cooperative.

L. PARALLEL OPERATION. No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplied 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 6A(1).

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

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 37 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 43 of 53 Sheets

SECTION 10: COOPERATIVE'S SERVICE OBLIGATIONS

A. OVERHEAD SERVICE INSTALLATION.

- (1) Installation of Service Wires to Poles. 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 for the installation of meter loops, meter receptacles, meters, and related appurtenances, by the Cooperative. 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.

- (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.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 38 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 44 of 53 Sheets

- (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 pole and 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.

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 6A(1).

D. DELIVERY OF ELECTRIC SERVICE.

- (1) The obligation of the Cooperative to supply electric service shall be completed by the supplying of such electric service at the Customer's point of delivery. The responsibility of 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 the Customer will be the Cooperative's meter on Customer's premises, unless otherwise defined by the Customer's Electric Service Agreement.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

(Name of Issuing Utility)

Replacing Schedule _____ Sheet 39 of 47

Entire Territory Served

(Territory to which schedule is applicable)

which was filed October 24, 1989

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 45 of 53 Sheets

- (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 9M.

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 Customer for the supply of electric 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.

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 interferences and restraint by public authority, any emergency, or cause beyond the Cooperative's control.

Issued _____
 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

NOTED & _____ FILED _____
 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 40 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

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Sheet 46 of 53 Sheets

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, interruptions or suspension of service, the Cooperative will make every reasonable effort to restore service without unnecessary 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 a curtailment, irregularity, interruption, or suspension of electric service. The Customer 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.

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 Month Day Year
 Effective _____
 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 42 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 47 of 53 Sheets

SECTION 11: LINE EXTENSION POLICY.

- A. SINGLE PHASE LINE AND SERVICE. The Cooperative will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single phase line per Customer under its established Rate Schedules. In the event the line extension exceeds one-quarter (1/4) mile per Customer, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the construction cost of the intermediate line will be required.

- B. MULTIPHASE LINE AND SERVICE. Whenever the Cooperative extends a multiphase line or converts an existing line to furnish multiphase service to any Customer in its territory under the filed Rate Schedules, a monthly Customer Charge or an increase in the existing monthly Customer Charge in the amount of one and one-half percent (1.5%) of the Cooperative's investment in facilities necessary to provide that service will be required.

- C. 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 at least five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

- D. SPECIAL CONTRACTS FOR SERVICE.
 - (1) 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 any or more of the following of the Customer before construction of equipment or facilities to supply service: (a) an adequate monthly Customer Charge calculated upon reasonable considerations, (b) a cash contribution in advance, (c) an acceptable guarantee or bond.

Issued _____
 Month Day Year
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 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 42 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 48 of 53 Sheets

(2) In such cases, the Customer shall enter into a written contract with the Cooperative as to character, amount, and duration of the business offered. No interest shall accrue or be payable on any cash contribution required by the Cooperative.

E. PRORATION OF MINIMUM MONTHLY CHARGE. The monthly Customer Charges determined in accordance with paragraphs A and B of this section will be prorated on an equal basis between all Customers that are initially or subsequently served by the line extension within the contract period.

F. 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 may 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 12: METERING

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

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.

Issued _____
 Month Day Year
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 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 THE STATE CORPORATION COMMISSION
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 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 43 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 49 of 53 Sheets

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 Commission, 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 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 involves 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.

Issued _____
 Month Day Year
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 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 THE STATE CORPORATION COMMISSION
 OF KANSAS
 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 44 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 50 of 53 Sheets

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 or by the Commission of a watt hour meter, while in service or on its removal from service, shall show such meter to have an average error or more than two percent (2%) fast or two percent (2%) slow, the following provisions for the adjustment of the electrical 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 damaged if such time can be positively determined and is less than six (6) 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 of the meter 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.

Issued _____
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 Month Day Year
 By _____ CEO
 Signature of Officer Title

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 By _____ Secretary

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 45 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 51 of 53 Sheets

(c) If the meter is found to under-register, the Cooperative may render a bill to the Customer concerned for the estimated consumption 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 paragraph F. (1) of 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 or by the Commission, 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 actuations from the watt hour meter or its reading, the average error of the demand meter shall be determined from the heavy load 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.

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 By _____ CEO
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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 46 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 52 of 53 Sheets

SECTION 13: 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 communications shall be considered as proper notice unless specifically provided for in these Rules and Regulations.

- C. AUTHORITY AND WAIVER. The Requirements contained in these Rules and Regulations may be waived in individual cases by the Commission upon written request by the Cooperative 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 the Cooperative's Rules and Regulations or bind the Cooperative by promise or representations.

- D. REQUEST FOR INVESTIGATION. 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.

Issued _____
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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE _____

Pioneer Electric Cooperative, Inc.

Replacing Schedule _____ Sheet 47 of 47

(Name of Issuing Utility)

Entire Territory Served

which was filed October 24, 1989

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 53 of 53 Sheets

SECTION 14: SERVICE FEES

The following schedule of fees and charges shall be collected by the Cooperative in accordance with the provisions of the Rules and Regulations:

- | | |
|---|---------|
| 1. Temporary Service Minimum Fee | \$25.00 |
| 2. Meter Reading Fee | \$ 5.00 |
| 3. Returned Check Charge—a charge not exceeding \$10.00, the maximum provided by K.S.A. 21-3707 | |
| 4. Collection Charge | \$12.00 |
| 5. Disconnection Charge | \$12.00 |
| 6. Reconnection Charge | \$20.00 |
| 7. Meter Test Fee | \$10.00 |

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