

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PROVISION</u>	<u>PAGE #</u>
I.	Membership	1. Application for Membership	1
		2. Membership Approval	1
		3. Membership Fee	1
		4. Membership Non-transferable	1
		5. Members Duty to Read Rules	1
II.	Tie-in Fee	6. Tie-in Fee	2
III.	Service	7. Turning on Gas	2
		8. Service not Transferable	3
		9. Continuity of Service	3
		10. Service not to be Disturbed	3
		11. No Owner/Member Shall Sell to Another	4
		12. Access to Premises	4
		13. Owner/Member's Responsibility	4
		14. Right-of-Way	4
		15. Charges and Payments for Temporary Service	4
		16. Owner/Member Indebted to Cooperative	5
		17. Credits and Deposits	5
		18. Right to Discontinue Service	5
		19. Change of Owner/Member's Address	6
		20. Information Relative to Service	6
IV.	Metering & Billing	21. Change in Tenancy or Ownership	6
		22. Lease/Rental responsibility	7
		23. Quantity of Gas Delivered by Meter	7
		24. Backbilling	8
		25. Billing Periods	8
		26. Payment of Bills	8
		27. Removal of Service by Cooperative	8
		28. Bill Format and Billing Procedure	8
		29. Reporting of Delinquent Accounts	8

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PROVISION</u>	<u>PAGE #</u>
V.	Physical Property	30. Service Lines	9
		31. Meter Furnished	9
		32. Meter Location	9
		33. Only Cooperative Can Connect Meter	9
		34. House Piping	9
		35. Appliances	10
		36. Standards for Owner/Member's Property	10
		37. Discontinuance of Supply on Notice of Defect in Owner/Member's Property	10
		38. No Responsibility for Material or Workmanship	10
		39. Inspection of Altered Piping	10
		40. Extension of Distribution Mains	10-11
VI.	General	41.- 46. General Information	11-12
VII.	Rates		12-13

SECTION I. - MEMBERSHIP

1. **Application for Membership.** The Cooperative Association, a non-profit corporation, ("the Cooperative") is a cooperative which is owned and operated exclusively by and solely for its owner/members for the purpose of providing natural gas service to its owner/members. As such, it is not a public utility and, except for enforcement of gas pipeline safety regulations, is not subject to the jurisdiction of the Public Utilities Commission. The Cooperative is governed by a Board of Trustees which is elected by the owner/members. All prospective owner/members must apply for membership to the Cooperative by completing and signing the Owner/Membership Application and Agreement form. Owner/Membership Applications and Agreement forms are available thru the Cooperative Offices.
2. **Membership Approval.** Applications for membership will be approved based on adequate deliverability of the Cooperative's gas facilities, service availability, credit history, and/or applicant's willingness to enter into a line extension agreement. Individuals or commercial entities may apply for membership. "Owner/member" as used herein may refer to building owner and/or renter, lessee or tenant, as appropriate.
3. **Membership Fee.** An initial membership fee of \$25 (twenty-five dollars) is due and payable upon membership approval. Certain members may be required to pay a \$1 per month membership fee in lieu of the \$25 initial fee.
4. **Membership Non-Transferable.** Membership is with the individual (or spouse and immediate family residing with owner/member) or entity, not the structure. Subsequent owners who desire to have natural gas service must apply for membership.
5. **Members Duty to Read Rules.** As an owner/member, it is your duty to become familiar with all the Rules & Regulations governing your cooperative. Please read them thoroughly.

SECTION II. - TIE-IN FEE

6. **Tie-in Fee.** Standard residential tie-in fee will amount to actual cost per tie-in. Tie-in fees must be paid in full by member prior to the installation of any services. Tie-in rates are subject to actual cost escalation. Commercial tie-in fees will amount to the actual cost at the time of tie-in. The tie-in fee shall entitle owner/member to a Cooperative service line up to and including the curb valve, and one meter, along with customary utility inspections. All such equipment shall be owned and maintained by the Cooperative. Owner/ member must have a foundation installed prior to Cooperative installation of the tie-in. Multiple meter requests from one tie-in, such as for a multi-family apartment building shall pay a per meter installation fee at actual cost.

SECTION III. - SERVICE

7. **Turning on Gas.** Applicable to property owners: A owner/member, after paying all applicable fees, shall notify the Cooperative, or it's agent, when he desires service to be established. In no case shall the owner/member, owner/member's agent, or owner/member's employee turn on the gas at the curb or meter valve. Gas shall be turned on, upon the date specified, by an authorized agent of the Cooperative. If the Cooperative finds itself unable to establish the service on the date specified, it shall so notify the owner/member as much in advance as possible (but not less than one day before the date requested by the owner/member), and a new date shall be established by mutual agreement.

Applicable to renters/tenants: A renter/tenant owner/member must submit an application card to the Cooperative and be accepted for owner/membership. Renter/tenant shall be responsible for gas usage from the start date of the rental/lease agreement. Cooperative may require the property owner to fully pay any delinquent balances owed from the prior tenant/renter and to sign an owner guarantee agreement before re-establishing service to a new renter/tenant.

Prior to installation of meter, owner/member must have met the following requirements:

1. Paid Owner/Membership and Tie-in fees.
2. Installed all internal plumbing by an approved plumbing contractor, with at least one appliance ready to use gas
3. Installed meter bar assembly (to hang meter) on foundation by an approved contractor. All plumbing must conform to Cooperative installation specifications, that are available upon request.
4. Installed house line from Cooperative curb valve to house.

8. **Service Not Transferable.** No person may commence the use of gas until after making application and receiving approval for membership, paying all fees in accordance with Section II and requesting the Cooperative to turn on the service in accordance with paragraph (7) above. In the event of violation of this provision, in addition to other rights of the Cooperative, such person shall be liable for all gas consumed in the premises from the date such person occupied the premise. Any successor in interest to an owner/member, other than a surviving spouse or immediate family member who resided with the member, shall be deemed to be a person who must make application for membership and service, provided that successors in interest whose rights arise from death or incompetence of the owner/member shall have thirty (30) days in which to make application for membership and service.

9. **Continuity of Service.** The Cooperative will use its best efforts to furnish necessary and adequate service and facilities. The Cooperative shall make reasonable provision to supply gas in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. The Cooperative shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to failure of the shipping company, acts of God or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or order of any civil, judicial or military authorities, and without limitations by the foregoing, accidents, contingencies or other causes beyond the control of the Cooperative.

In the event there has been an interruption of service to any premises, however caused, the Cooperative, or its agent, may, before restoring such service, take such steps as it deems reasonable to ascertain and assure itself that all precautions have been taken to prevent accidents that might be caused in or around any owner/member's premises by the discharge of gas into or around such premises. Without limitation, this shall be accomplished by inspections of such premises by Cooperative agents who shall turn off all appliance valves and block all thermostatic controls, or when access to the premises cannot be obtained, shall turn off service at the curb valve.

Without incurring any liability therefore, the Cooperative may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its plant, distribution systems or other property. Owner/members that would be effected by any suspension of service will be notified prior to any suspension, by mail.

10. **Service not to be Disturbed.** No owner/member shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Cooperative's lines and, without prior approval from the Cooperative, no owner/member shall attach or use any appliance which will increase or decrease the pressure in the Cooperative's lines intermittently to such extent as to interfere with continuous service to other owner/members. Owner/member is not authorized to connect/disconnect or make any changes to the meter and meter bar assembly.

11. **No Owner/Member Shall Sell to Another.** The owner/member shall not supply or sell natural gas for use in any location other than that specified in the application for membership or service address if different.

12. **Access to Premises.** Neither the Cooperative or its agents shall have any inherent rights to enter into a structure of a owner/member without the express permission of such owner/member except in cases of provable emergency. Any agent seeking entrance into or upon the premises of a owner/member shall have or wear, and show, adequate symbols of identification not easily counterfeited. Any agent seeking entrance to a premises shall advise the owner or occupant as to this purpose in doing so. Agents of the Cooperative may enter upon real estate of a owner/member when reasonably necessary or convenient for the Cooperative's business.

Except in cases of provable emergencies, no owner/member shall be obligated to afford entrance or access to his structure except during normal business hours (considered to be from 8:00 a.m. to 5:00 p.m., Monday through Saturday inclusive) and then only to such parts of the structure as may be the location of natural gas equipment.

13. **Owner/Member's Responsibility.** Owner/Member assumes all installation and maintenance responsibility for equipment owned by the owner/member on owner/member's side of the point of delivery, generally the outlet side of the curb valve, for their service supplied or taken, as well as for the installation of appliances used in connection therewith, and will save Cooperative harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on owner/member's side of the point of delivery.

14. **Right-of-Way.** Each owner/member, without reimbursement, will make or procure conveyance to Cooperative of right-of-way satisfactory to it across the property owned or controlled by owner/member for Cooperative's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to owner/members.

15. **Charges and Payments for Temporary Service.** In addition to regular payment for gas used, the owner/members shall pay the cost for all material, labor, and all other necessary expense incurred by the Cooperative on supplying gas service to the owner/member at his request for any temporary purpose or use. The Cooperative may, at its options, require that any owner/member requesting temporary service shall deposit with the Cooperative, a sum equal to the Cooperative's estimate of the cost to be incurred by it, as above.

After the service has been discontinued and all actual costs determined, any sum deposited by the owner/member in excess of actual cost shall be refunded to him or, if the costs exceeded the Cooperative's estimate, the owner/member shall be liable for payment of the excess. It is provided further that if the Cooperative shall elect to leave in place any or all of the facilities provided, constructed, or installed to render such temporary service, a proportional amount of the owner/member's deposit shall be returned to him or he shall only be charged for the facilities not retained, a proportional share of the total cost.

16. **Owner/Member Indebted to Cooperative.** Service will not be supplied to any premises, if at the time of application for membership and/or service, the applicant is indebted to Cooperative for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Cooperative shall have been made. The Cooperative may require payment in full of all prior indebtedness before reconnecting or initiating service at the premises. If reconnection is necessary, the owner/member must have paid membership fees, pre-construction or post-construction tie-in fees, and a reconnection fee equaling actual cost, before the Cooperative will physically reconnect the system.
17. **Credit and Deposits.** The Cooperative may require a owner/member to satisfactorily secure payment of an account. If the Cooperative determines it is necessary, it may require a owner/member to deposit a security deposit deemed adequate by Cooperative. Such deposit may be kept by the Cooperative for any length of time, interest free, but must be returned to the owner/member at the termination of service if the owner/member has paid his or her final bill. If the owner/member has not paid in full, its, his or her final bill, it may be applied to applicable account balances. Any remaining balances due shall remain the responsibility of the owner/member.
18. **Right to Discontinue Service.** The Cooperative shall have the right to discontinue service for any of the following reasons or purposes:
- (a) Refusing access.
 - (b) Nonpayment of bills for gas or other services or fees when bills are due, and payable.
 - (c) Failure to furnish or maintain a required security deposit.
 - (d) Violation of any of these rules and regulations.

The Cooperative shall have the right to permanently discontinue service, and disconnect and remove from the premises of any owner/member, the meter and any other property belonging to the Cooperative for any of the following reasons or purposes:

- (e) Non-use of gas.
- (f) Fraudulent representation or practice.
- (g) Whenever deemed necessary by the Cooperative for safety reasons.
- (h) In the event of the filing of bankruptcy by the member, the failure of the member to provide a deposit in the amount equal to the two highest months of usage times the current gas rate, paid within 20 days of billing.

The Cooperative shall use the following discontinuance and termination procedures:

- i) Prior to the date of the proposed disconnection, the Cooperative shall mail a written notice to the owner/member, by regular U.S. first class mail, to the owner/member's last known address of its intention to disconnect service.
- ii) The written notice shall state the reason for the proposed disconnection and the date of the proposed disconnection.
- iii) The date of the proposed disconnection shall be on a weekday.
- iv) To avoid disconnection, the owner/member must cure the reason for the proposed disconnection by no later than the last working or business day before the proposed disconnection date.
- v) To reconnect gas service after disconnection, the owner/member must cure the reason for the proposed disconnection, pay the actual cost of reconnection, and ask the Cooperative for reconnection. The Cooperative will put forth its best efforts to reconnect the owner/member.

19. Change of Owner/Member's Address. When owner/member changes his address, he should give notice of his intent to do so to Cooperative prior to the date of change. The owner/member is responsible for all service supplied to the former premises until such notice has been received and Cooperative has had a reasonable time to discontinue service.

20. Information Relative to Service. Information relative to the service that will be supplied at a given location should be obtained from Cooperative. Cooperative will not be responsible for mistakes of any kind resulting from information given orally over the telephone. If a owner/member submits a written inquiry to the Cooperative, the Cooperative shall provide information to the owner/member and shall assist the owner/member in determining the most economical service for the owner/member.

21. Change in Tenancy or Ownership. At such time as the Cooperative is notified of a change of tenancy or ownership, whether such notice is given by the owner/member or otherwise, the Cooperative shall make a final meter reading, prepare and mail a final bill. The former owner/member is responsible for all service supplied to the premises until such notice has been received and Cooperative has had a reasonable time to make a final meter reading.

Transfer of uninterrupted service to a new owner/member will be permitted, upon request of either the former owner/member or the new owner/member occupant, providing the new owner/member applies for owner/membership and satisfactorily meets all Cooperative requirements for membership including payment of the membership fee.

Commencement of service to a new Owner/Member will not be delayed or denied by Cooperative if the new Owner/Member has not previously applied for membership. Any amounts owed for gas service at the time of transfer shall remain the former Owner/Member's liability.

22. **Lease/rental responsibility.** Building owner must apply and be approved as a owner/member of the Cooperative. As such, owner is responsible for payment of all bills for gas used by their tenants. Owner also agrees to make every attempt to keep Cooperative informed of change in tenants.

SECTION IV. - METERING AND BILLING

23. **Quantity of Gas Delivered by Meter.** Gas will be measured by a meter installed by the Cooperative, which shall be and remain the property of the Cooperative. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration. Bills shall reflect the meter registration. However, any mistakes in the reading of or the reporting of the meter registration or an incorrect meter registration shall not affect the liability for gas consumed as determined by a corrected reading of the registration. Line loss over the entire system shall be allocated on a pro-rata basis to all owner/member meters.

When the meter is not read the Cooperative may estimate the quantity of gas consumed and render a bill for such quantity.

All meters shall be tested at such intervals as deemed appropriate by the Cooperative. The meter shall be removed from the owner/member's premises for such test and a substitute meter, newly tested, shall be installed in its place. After the meter has been tested and before it is returned to service at the same or a different location, it shall be adjusted to be accurate within three percent (3%) plus or minus.

The Cooperative shall also test the meter at any time, at the request of the owner/member, using an industry-recognized method. Such test shall be performed in the presence of the owner/member if he so requests.

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. If a meter proves to be registering correctly, trip charges will be charged owner/member in keeping with Section VII, Part (d).

During any previous 12 month period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Cooperative owner/member on the basis of all available information concerning the use of gas by the owner/member. If, as the results of such adjustment, overpayments are shown to have occurred, the Cooperative shall reimburse the owner/member in the amount of such overpayments without interest. The Cooperative shall continue to supply gas to the owner/member and the owner/member shall pay the amounts billed, pending the adjustment.

24. **Backbilling.** In the event a residential owner/member is discovered to have had a "slow" or "defective" meter that is not the result of tampering, the Cooperative will

only backbill for up to one year from the time the meter inaccuracy is remedied. Such a backbill will calculate the difference between what the meter actually registered and what the meter should have registered had it been accurate.

25. **Billing Periods.** Bills shall be rendered regularly at monthly intervals but may be rendered more or less frequently at Cooperative's option. Non receipt of bills by owner/member does not release or diminish the obligation of owner/member with respect to payment thereof. Meters will ordinarily be read at monthly intervals but may be read more or less frequently at Cooperative's option.
26. **Payment of Bills.** Bills shall be paid by the owner/member by mail, to the office of the Cooperative. Any remittance received by mail at the office of the Cooperative bearing U.S. Postal Office cancellation date corresponding with or previous to the last date for the payment will be accepted by the Cooperative as within the payment period. Payments postmarked after the due date may be subject to a late-payment charge.
27. **Removal of Service by Cooperative.** At the option of the Cooperative, the Cooperative shall have the right to shut off the gas and to remove its property from the owner/member's premises and the Cooperative shall have the further right, independent of, or concurrent with, the right to shut off, to demand immediate payment for all gas theretofore, delivered to the owner/member and not paid for, which amount shall become due and payable immediately upon such demand, when the owner/member vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the owner/member, or the owner/member makes assignment for the benefit of creditors.
28. **Bill Format and Billing Procedure.** The Cooperative's bill rendered to owner/members monthly shall contain the following:
 - 1) name and address of the owner/member;
 - 2) name, address and telephone number of the Cooperative;
 - 3) whether the bill is based on a calculated or actual meter registration;
 - 4) the beginning and ending meter registrations;
 - 5) the period for which the service was rendered;
 - 6) the amount of sales tax charged;
 - 7) the total charges due on or before the due date and the total charges due after the due date;
 - 8) the amount of any previous unpaid account balances;
 - 9) any other credits or charges; and
 - 10) the due date of the bills.
29. **Reporting of Delinquent Accounts.** The Cooperative will report delinquent accounts to the appropriate credit bureau(s) and may use a collection agent to collect unpaid accounts.

SECTION V. - PHYSICAL PROPERTY

30. **Service Lines.** The general term “service line” is used to designate the complete line or connection from the Cooperative’s main up to and including the meter. It consists of two distinct parts, (a) the cooperative service line connection, and (b) the owner/member service line.

(a) Cooperative Service Line Connection

The Cooperative service line connection consists of the pipe and equipment necessary to extend from the main line to the curb valve. This connection shall be made by the Cooperative, or its representative, and it remains the property of the Cooperative.

(b) Owner/Member Service Line

The owner/member service line consists of the pipe from the outlet of the curb valve to and including the meter connection, or riser at the foundation. The owner/member shall own and maintain the owner/member service line and appurtenances. The Cooperative shall have the right to prescribe the size, location, and termination points of the owner/member’s service line and appurtenances. It is recommended that owner/member service lines be installed by a Cooperative approved contractor. **Owner/Member shall bear the sole risk and expense and agrees to hold Knox Energy harmless for the owner/member service line.** The Cooperative shall have no obligation to install, maintain, or repair said owner/member service line and appurtenances.

31. **Meter Furnished.** The Cooperative will furnish each owner/member with a meter of such size and type as the Cooperative may determine will adequately serve the owner/member’s requirements and such meter shall be and remain the property of the Cooperative and the Cooperative shall have the right to replace it as the Cooperative deems necessary.

32. **Meter Location.** The Cooperative shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Cooperative may require the owner/member, at the owner/member’s expense, to relocate the meter setting together with any portion of the owner/member’s service line necessary to accomplish such relocation.

33. **Only Cooperative Can Connect Meter.** The owner or owner/member shall not permit anyone who is not an authorized agent of the Cooperative to connect or disconnect the Cooperative’s meters, regulators, or gauges or in any way alter or interfere with the Cooperative’s meters, regulators, or gauges.

34. **House Piping.** The owner/member shall own and maintain the internal house piping from the outlet of the meter to gas-burning appliances. The Cooperative shall have no obligation to install, maintain, or repair said piping.

35. **Appliances.** The owner/member shall own and maintain all gas-burning appliances. The Cooperative shall have no obligation to install, maintain, or repair appliances.
36. **Standards for Owner/Member's Property.** The owner/member's service line, house lines, fittings, valve connections, and appliance venting shall be installed with materials and workmanship which meet the reasonable requirements of the Cooperative and shall be subject to inspection or test by the Cooperative. The Cooperative shall have no obligation to establish service until after such inspection and test demonstrate compliance with such requirements of the Cooperative with respect to the facilities in place at the time of the test.
37. **Discontinuance of Supply on Notice of Defect in Owner/Member's Property.** If the owner/member's service line, other gas lines, fittings, valves, connections, gas appliances, or equipment on a owner/member's premises are defective or in such condition as to constitute a hazard, the Cooperative, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the owner/member, in compliance with the reasonable requirements of the Cooperative.
38. **No Responsibility for Material or Workmanship.** The Cooperative is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the owner/member's service line, house lines, fittings, valve connections, equipment, or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship. For work that was performed by the Cooperative, the Cooperative will warrant such material and workmanship for a period of 1 (one) year from the date such work was completed.
39. **Inspection of Altered Piping.** It shall be the duty of the owner/member to notify the Cooperative promptly of any additions, changes, alterations, remodeling, or reconstruction affecting gas piping on the owner/member's premises.
40. **Extension of Distribution Mains.** The Cooperative will extend its distribution mains (not to exceed two inches in diameter) on any dedicated street or highway without cost, up to but not more than, a distance of three hundred (300) feet for each owner/member applicant. Upon application for a domestic service extension of main in excess of three hundred (300) feet for each owner/member applicant, the Cooperative may enter into a line extension agreement providing for a payment with the Cooperative of a sum deemed adequate by the Cooperative to cover the cost to be incurred by it for that portion of the extension in excess of the footage's which the Cooperative will construct without cost to the owner/member applicant.

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Cooperative's expense, the owners or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Cooperative the estimated cost of that portion of the main extension which is not deemed justified at the Cooperative's expense.

Where a main extension is requested for commercial or industrial purposes and all or part of such main extension is not deemed economically justified at the Cooperative's expense, the Cooperative shall require the Applicant or Applicants to enter into a line extension agreement and deposit with the Cooperative the estimated cost of that portion of the main extension which is not deemed economically justified at the Cooperative's expense, based on such study.

The Cooperative shall have no obligation to make any extensions during the months of December, January, February, or March. All extensions shall be the property of the Cooperative.

Where a main extension is deemed economically justified at the Cooperative's expense, no deposit need be required.

SECTION VI - GENERAL

41. The Cooperative reserves the right to modify, alter or amend the foregoing rules and regulations, to make such further and other rules and regulations as experience may suggest, and to adjust rates and charges to owner/members when the Cooperative may deem necessary or convenient in the conduct of its business. All owner/members will come under the standards for gas piping and appliance venting on owner/member's premises.
42. All of the foregoing rules and regulations shall apply to living units located in mobile home parks or similar installations. This shall apply particularly with regard to those sections of the rules and regulations dealing with, and setting standards for, piping within such living units and the venting of all appliances in which gas is used or burned.
43. The Cooperative acknowledges that as a provider of gas service to its owner/members, it is subject to and intends to abide by applicable gas pipeline safety regulations.
44. These rules and regulations shall not apply during periods of shortage in the supply of natural gas available to the Cooperative, to the extent that compliance by the Cooperative with such rules and regulations is precluded by the shortage in supply. During periods of shortage of supply to the Cooperative, restrictions on new service and curtailment of existing service may be imposed by the Cooperative when deemed in the best interest of its owner/members.
45. The Cooperative will not be responsible or liable for damages or injuries caused by the provision of gas service, a reduction in gas pressure, the deviation from a uniform gas pressure, or the interruption or curtailment of gas service. Each owner/member will hold the Cooperative harmless from any damages or injuries to owner/members or to third parties caused by the provision of gas service, the reduction in gas pressure, the deviation from uniform gas pressure, or the interruption or curtailment of gas service.

46. In the event any dispute between the Cooperative and a owner/member or owner/members cannot be resolved, the dispute shall be submitted to arbitration in Knox County. The arbitrator or arbitration panel shall not be authorized to award punitive or consequential damages, but may, if supported by a preponderance of the evidence, award direct and compensatory damages.

SECTION VII - RATES

GENERAL SERVICE RATE SCHEDULE

Applicable:

To all general service sales owner/members that take their full natural gas requirement from Knox Energy Cooperative Association. The Cooperative, acting through its Trustees, may change rates at any time.

Monthly Recurring Charges:

Owner/Members will be billed each month for gas service based upon the sum of the customer charge, the base rate charge, the cost of delivered gas and applicable state and local sales tax.

Customer Service Charge:

Each owner/member shall be charged a fixed amount per month per meter at the rates approved by the Board of Trustees regardless of any gas usage. **The monthly service fee shall commence when the meter is set or 12 months after the main line is tapped, whichever is sooner.** The Service Charge will escalate annually beginning January 1, 2000, at a rate of 3% (three percent) per year.

Commodity Charge:

Each owner/member will be charged a volumetric commodity charge (supply and delivery) per mcf or any part of a mcf used during a month. According to the rates approved by the Board of Trustees, in effect at the time of consumption by owner/member.

Discounted Rates to Large Volume Commercial Owner/Members by Contract:

When deemed appropriate by the Cooperative, the Cooperative may provide services to large volume commercial owner/members at discounted rates by contract.

Miscellaneous Charges:

The following charges shall apply to all classes of owner/members:

- (a) Reconnection Charge. If a service is reconnected after disconnection, a charge equaling actual cost shall be assessed.
- (b) Dishonored Check Charge. Whenever an owner/member pays a bill by check and the check is not honored by the bank, there may be a dishonored check charge assessed for each check returned. Such owner/member shall be charged twenty-five dollars (\$25) for processing the dishonored check.
- (c) Late Payment Charge. If a bill payment is not received by the Cooperative Offices or by the Cooperative's authorized agent on or before the specified due date, which shall be (14) fourteen days after the mailing of the bill, a one-time additional amount of ten (10%) of the amount of the bill will become due and payable as part of the owner/member's total obligation.
- (d) Trip Charges: Owner/Members will be charged actual cost per man hour for trips made to owner/member's property for emergency service (unless caused by leak or defect in Knox Energy lines or property); disconnection of service; reconnection of service; non-scheduled meter test and/or calibration (if requested by owner/member and if results are inside 3% variance); special request meter readings; and any similar trip requested by a owner/member.
- (e) Sales Tax. The owner/member's charges will be subject to state and local sales tax or similar tax and the bill will reflect such charges for sales tax.
- (f) Assessment. The Cooperative may, on an as needed basis, assess the membership for the purposes of recovering losses due to non-paying owner/members or extraordinary unforeseen expenses which are incurred but have not been recouped through rates.
- (g) Amendments. Amendments to the Rules & Regulations will be made available upon request of owner/members.

These Amended Rules and Regulations governing the distribution and sale of gas for Knox Energy Cooperative Association, Inc. are hereby adopted this 1st day of October, 2005.



Renee McDaniel, President