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Dear Member-Owner:

On behalf of the Board of Directors and Employees of Jefferson Davis Electric Cooperative, Inc. (JDEC), we welcome you to your Cooperative. That's right! You are now part owner of the business that supplies your electric power!

If you have not been involved in the Cooperative before now, this will be a unique experience for you.

This booklet of information has been prepared for you to help you get the most from your membership in your Cooperative. If all of your questions are not answered in this booklet, please call us at any of these direct lines or feel welcome to come by one of our offices. In Grand Lake/Sweet Lake at the Charles S. Hackett Branch office located at 815 Hwy 27, Bell City, LA, or office headquarters located at 906 N. Lake Arthur Avenue, Jennings LA.

**JENNINGS OFFICE**

|           |                |
|-----------|----------------|
| Phone     | (337) 824-4330 |
| Toll Free | 1-800-256-5332 |
| Fax       | (337) 824-8936 |

**CHARLES S. HACKETT BRANCH OFFICE**

|       |                |
|-------|----------------|
| Phone | (337) 598-5700 |
| Fax   | (337) 598-5708 |

Our regular office hours are 7:00 a.m. to 4:30 p.m., Monday through Thursday and 7:00 a.m. to 3:30 p.m. on Friday.

Welcome again!

**JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
MAILING ADDRESSES**

P.O. Drawer 1229, Jennings, LA 70546  
815 Hwy. 384, Bell City, LA 70630

JDEC Website: [www.jdec.org](http://www.jdec.org)  
JDEC Email: [billing@jdec.coop](mailto:billing@jdec.coop)  
JDEC App: myJDEC  
Like us on Facebook

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL ELECTRIFICATION ADMINISTRATION

Jefferson Davis Electric Cooperative, Inc., has filed with the Federal Government a Compliance Assurance in which it assures the Rural Electrification Administration that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964, all requirements of Section rehabilitation Act of 1973, as amended, all requirements of the Age Discrimination Act of 1975, as amended, all requirements of the rules and regulations of the U.S. Department of Agriculture to the end that no person in the United States shall, on the ground of race, color or national origin, or solely by reason of such person's handicap, or on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program or the operation of its facilities. Under this Assurance, this organization is committed not to discriminate against any person on the ground of race, color or national origin, solely by reason of such persons handicap, or on the basis of age, in its policies and practices relating to applications for service or any other policies and practices relating to treatment of beneficiaries and participants including employment, rates, conditions and extension of service, admission or access to or use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of this organization. The person in this organization responsible for coordinating the nondiscrimination compliance efforts of this organization is the General Manager.

Any individual, or any specific class of individuals, who feels subjected by this organization to discrimination prohibited by Title VI of the Civil Rights Act, By Section 504 of the Rehabilitation Act, by the Age Discrimination Act or by the rules and regulations of the U.S. Department of Agriculture may personally or through a representative, file with the Office of the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; the Office of the Administrator, Rural Electrification Administration, Washington, D.C. 20250; the Office of Advocacy and Enterprise, U. S. Department of Agriculture, Washington, D.C. 20250; or this organization, or all, a written complaint. Such complaint must be filed not later than 180 days after the alleged discrimination, or by such later date to which the Secretary of Agriculture or the Administrator of the Rural Electrification Administration extends the time for filing. Identity of complaints will be kept confidential except to the extent necessary to carry out the purposes of the rules and regulation of the U.S. Department of Agriculture.

Per Revised REA Bulletin 20-19;320-19

## STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE

### GENERAL

The term "Cooperative" as used herein shall mean the Jefferson Davis Electric Cooperative, Inc., its successors or assigns; the term "member" shall mean each present or prospective user of electric service supplied by the Cooperative.

All electric service furnished by the Cooperative will be subject to the provisions of these Standard Terms and Conditions and to the applicable provisions of the Cooperative's electric service rate.

### **APPLICATION FOR MEMBERSHIP, METER READING, BILLING & COLLECTION POLICIES**

The Consumer who becomes a member of the Cooperative shall be bound by the provisions of the Articles of Incorporation and By-Laws of the Cooperative and by such Rules and Regulations as may from time to time be adopted by Corporation.

Applicant must furnish correct and complete mailing address; exact location of premises where service is desired; character, manufacturer's rating and amount of electric load to be installed; number of motors by individual horsepower rating and proposed starting equipment; general characteristics of machinery to be driven by motors; and date service is needed.

A \$5.00 membership fee is required from each member receiving service in his home. Only one membership is required on any member regardless of the number of meters billed on his name. Meter shall not be installed until such time as the membership fee has been received.

Contractors and builders shall be required to pay a \$5.00 membership fee for the initial service, but shall not be required to pay a deposit for additional temporary service to buildings or other projects, which, when completed, will be served from the lines constructed to furnish the temporary service.

A membership fee is not transferable. If a member requests disconnection under one name and reconnection under another, it will be necessary that a \$5.00 membership fee be collected from the prospective party. Membership can then be refunded after all bills are cleared.

## **METER READING - BILLING AND COLLECTION SCHEDULE**

The Cooperative's contract meter readers shall obtain meter readings on a prescribed route as near to the same date each month as possible to give the member a representative billing.

When a meter reader fails to obtain a reading, for whatever reason, a bill will be estimated based on the average kilowatt hours previously used monthly and the bill is so marked.

Cycle billing is done on a schedule near the 5th, 12th, 19th and 26th of each month.

Statements for electric service are considered due and payable when received by the member and considered late after 20 days. A 5% penalty is then applied. Bills are considered delinquent if payment is NOT received prior to next billing date.

A delinquent/disconnect notice, giving seven (7) days further time, shall be mailed the day after the bill is due to each member who has an unpaid balance. On or about the 8th day following the notice, a list shall be given to the Cooperative's field personnel to be collected or the service will be disconnected. Illness and hardship cases will be given special consideration. When it is necessary for Cooperative personnel to collect a delinquent account, the service may be disconnected and the member will be required to come to the Cooperative's office to make arrangements to put to deposit an amount equal to 2.5 times the average bill. A charge of \$50.00 will be added to member's account when it is necessary to send Cooperative personnel to collect payment. For members who have one or more services in a delinquent state, all services may be disconnected in order to bring his accounts to a current status. It is the member's responsibility to make arrangements to pay delinquent accounts by calling the office.

If the member requires a reconnection of service outside of normal working hours, a charge of \$50.00 per hour, minimum of 2 hours, will be made for such extra service according to the amount of time and travel involved. If a member requires reconnection for non-pay account, there will be a \$50.00, minimum of 2 hours, charge to reconnect during normal working hours.

Failure to receive electric statement will not release the member from payment obligation.

## **METERING**

All metering equipment necessary to properly measure the electricity furnished shall be installed, owned and maintained by the Cooperative.

Member shall furnish a suitable space, acceptable to the Cooperative, for installation of meters and other equipment necessary to deliver and measure the electricity supplied by the Cooperative. Member shall not injure or tamper with said meter and other equipment, and shall take all reasonable precautions to prevent others from injuring or tampering with any of the Cooperative's equipment located on member's premises.

### **METER TEST**

The Cooperative will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Cooperative will make a special test requested by its member provided such test is not requested more frequently than once in twelve months. When possible, the meter will be checked in the presence of the member. When the test made at the member's request or the Cooperative routine test reveals that the meter is accurate within 2%, slow or fast, no adjustment will be made to the member's bill. When a test reveals the meter to be in excess of 2%, slow or fast, an adjustment shall be made to the member's bill by re-calculating the monthly bills for a period not to exceed twelve (6) months. The cost of testing a meter found to be inaccurate will be borne by the Cooperative. If a member should request a second meter check within a one (1) year per period, a charge of \$25.00 will be billed, if the meter is within tolerance.

### **REFUSAL OF SERVICE BY COOPERATIVE**

The Cooperative may refuse to connect or may discontinue service to a member for the violation of any of its policies or bylaws. The Cooperative may discontinue service to a member for the theft of current or the appearance of current-theft devices on the premises of the member. The discontinuance of service by the Cooperative for any cause herein stated does not release the member of his obligation for all bills and service charges due or release him from legal action.

### **METER OR METER SEAL TAMPERING**

Should a meter seal be found broken there will be a \$150.00 charge assessed against the member. If any meter damage is associated with this discovery, the member will be liable for the cost of replacement of the meter.

### **FAILURE OF METER TO REGISTER**

In the event a member's meter shall fail to register, the member shall be billed from the date of such failure at the average consumption of the account based on an average of the three (3) month period immediately preceding the failure.

### **MEMBER DISCONTINUANCE OF SERVICE**

Any member desiring service discontinued or changed from one location to another shall give the Cooperative three (3) days notice in person, by telephone, or in writing provided such notice does not violate contractual obligation. The member is responsible for all energy used at this meter location until proper notice of desire to discontinue service has been given the Cooperative.

### **BILLING ADJUSTED TO STANDARD PERIODS**

When the first billing of a new account or the final billing of an account where the period covered by the billing is a fraction of a month, the demand charge and/or the energy charge will be billed on actual demand and energy charge as read by Cooperative personnel.

### **UNPAID CHECKS FROM MEMBERS**

When a check received in payment of a member's account is returned by the bank for any reason (not the fault of the Cooperative) the Cooperative will notify such member by letter or telephone. Returned checks will be considered same as delinquent accounts and if payment is not made within three (3) days, service to such member will be discontinued as prescribed under the part of this policy dealing with unpaid accounts. When a member has three (3) checks returned from the bank, he may be required to make a deposit in the amount of 2.5 times the average bill and all future bills will be paid by cash, cashiers check or money order. There will be a charge assessed to the account for \$25.00 for each NSF check.

### **INTER-OFFICE TRANSFER**

Any member desiring the transfer of service from one members name to another shall be charged a \$15.00 inter-office transfer fee if the ending and beginning meter readings are provided. A \$25.00 fee will be charged if the Cooperative personnel must obtain the meter readings.

## SECURITY DEPOSIT

The Board of Directors shall promulgate appropriate policies regarding member deposits. Any such deposit required in the policy of this Cooperative shall be pledged by the member as security for damage to any of the Cooperative's property used by the member in connection with and/or as security for any unpaid balance due on the member's account with the Cooperative at termination of the membership, regardless of the reason for termination.

Security deposits are refundable only to the party under whose name the application is made. However, deposits will be withheld until all bills on said accounts are cleared. In the event bills are not cleared, security deposits will be used to clear unpaid balances.

The payment of all electric bills shall be the responsibility of the member under whose name application is made. It is permissible to have a membership under one name and the bill be mailed to another name. However, it is necessary that the party holding the membership be referred to on the bill and held responsible for its payment.

The Cooperative reserves the right to require a security deposit to adequately insure payment of the bills. Deposits required shall be as follows:

- |    |             |   |
|----|-------------|---|
| a. | Residential | \$200.00  |
| b. | Commercial  | \$300.00 min.   |
| c. | Corporation | Continuing Guaranty Agreement or<br>three (3) months estimated bill |

In addition to the fees collected above, any member may be required to deposit an amount equal to 2.5 times the average monthly bill when the Cooperative deems it necessary to insure payment. (Example: Should an account appear on the delinquent list three (3) times in a six (6) month period.)

The Cooperative may return, with interest and at its option, deposits set out above; if the member's payment record is satisfactory for a period of 6 months.

## PHONE & ONLINE PAYMENT METHODS

Accounts can be paid online at [www.jdec.org](http://www.jdec.org), through the myJDEC app, or by calling our automated system at 1-337-221-8928 applicable fees may apply.



**JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
SERVICE CHARGES**

Temporary Service

Residential/Commercial \$50.00

Connect Fees

Connect New Meter Base \$50.00  
Reconnect Existing Meter Base \$25.00  
Reconnect for Non-Pay Disconnect \$50.00/hr.(2hrs)  
Disconnect for Non-Pay \$50.00  
Member Problem Outage Call \$50.00  
Inter-Office transfer \$15.00  
NSF Check Charge \$25.00

Construction Fees

Residential 1000 ft @ no Cost  
Commercial (Secondary Voltage) 75 ft @ no cost  
Commercial (Primary Voltage) Cost of Construction  
Irrigation Cost of Material &  
Transformer  
Residential (Primary Voltage) 1000ft @ no cost

Area Lighting Service

100 watt Security Light (Installation) \$25.00  
400 & 1000 watt Flood Light (Installation) \$40.00  
Relocate/Reposition Same as install fee  
Plus any material needed  
If Pole required \$200.00  
If Transformer Required \$200.00

## AVAILABILITY OF SERVICE

Service is available in all areas served by the Cooperative where existing distribution lines of adequate capacity and suitable phase and voltage to furnish member's requirements are located adjacent to the premises to be served.

Any person, firm or organization desiring electric service from the Cooperative shall sign an Application for Service and membership in the Cooperative. Upon receipt of such Application for Service, the Cooperative shall act in accordance with the following criteria:

If the applicant requests single-phase electric service at a location not previously served with electricity and the location is within the areas wherein the Cooperative has the legal right to service, and the service is of a permanent nature, the Cooperative may proceed with the construction of the necessary facilities.

Single-phase service to permanent residences will be rendered at regularly established rates and minimum charges without any required contribution in aid of construction provided there are three members per mile. If other conditions prevail, the following applies:

a. Any service connection made to a point other than the closest, most economical and most convenient location for the Cooperative, will require an aid-to-construction contribution to the Cooperative before work is begun.

b. Any extension within 75 feet of single phase service to accommodate water well and pump serving a land owner for the purpose of rural development, will be extended and any application received for extension to a water pump for this service which exceeds the distance here set, shall require the member to pay an aid-to-construction prior to construction.

c. Any member applying for multi-phase power which can be adequately served by a single-phase service will be asked to bear the cost difference between the two (2) types of service.

d. Further, the Cooperative will extend 75 feet of single phase electric secondary service to serve any land owner or long term lessee of land (ten years or more) who wishes service to a seasonal camp. For a request exceeding this distance, the member will pay an aid-to-construction prior to construction.

## **EXTENSIONS OF, ADDITIONS TO AND RELOCATION OF EXISTING FACILITIES**

When extensions of the Cooperative's single phase facilities are necessary to make service available to the landowner the Cooperative will bear the cost of such extensions and additions up to 1,000 feet on residential and public buildings. Extensions in excess of 1,000 feet will be made on the same basis if benefits received will justify the extension. All line extensions shall be paid in full prior to construction.

The Cooperative will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that these political subdivisions will submit to the Cooperative a proposed engineering plan of the proposed construction and give reasonable notice to permit the Cooperative to relocate its lines to permit the necessary road construction.

If the Cooperative's facilities are on public right-of-way, the Cooperative shall make the necessary relocation at its own expense; if the Cooperative's poles, anchors or other facilities are located on private property, the political subdivision then agree to reimburse the Cooperative.

When the Cooperative is requested to relocate its facilities for any reasons any expense involved will be paid for by the firm, person or persons requesting the relocation, unless one or more of the following conditions are met:

- a. The relocation is made for the convenience of the Cooperative;
- b. The relocation will result in the substantial improvement in the Cooperative;
- c. That the relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time or that the request appears to be reasonable and can be done at a small expenditure by the Cooperative and shall be approved by the Board of Directors.

When a member desires a pole to be removed off his/her land or to another location on his/her land, the member shall pay the expenses incurred in such action, which expense shall be payable in advance. Said member shall also furnish new site for pole right-of-way easement.

The Cooperative shall be the sole judge as to cost of facilities and the amount and adequacy of estimated and guaranteed revenues as well as the term of such guarantee. In case of dispute, member will be furnished with evidence of good faith by receiving details of the estimates for the purpose of appeal.

## **RIGHT-OF-WAY and FRANCHISES**

The Cooperative's obligation to furnish service shall be contingent upon its ability to secure and retain all necessary franchises, rights-of-way, permits, etc., which shall be suitable for the installation by the Cooperative of facilities necessary for the provision by

the Cooperative to the member of the electric power and energy applied for.

The member shall furnish to the Cooperative, free of all costs, all necessary rights-of-way over land owned or controlled by the member, and over intervening private property when requested to do so by the Cooperative.

### **INSPECTIONS and PERMITS**

Where municipal or other governmental regulations require an inspection certificate or permit approving the member's installation, such certificate or permit shall be obtained by the member before service is made available.

### **POINT OF DELIVERY OF SERVICE**

Unless otherwise specified in the Agreement for Service, the point of delivery (division of ownership) of electric service shall be on the weather head attachment located on the outside of the member's building at a point nearest the lines of the Cooperative. The member assumes responsibility for supplying and maintaining the required facilities from his main breaker to the proper wire extending from the weather head. (The Cooperative will supply the member with the proper meter base necessary to complete their connections).

The Cooperative's rate schedule contemplate that all connections between the Cooperative's lines and the point of delivery will be aerial (overhead) wire by the shortest and most direct route; except that in underground subdivisions the service will be underground and installed by the member.

No underground services shall be installed by the Cooperative. The installation of the underground secondary will be done by either the member or his/her electrician according to the most current edition of the National Electric Safety Code (NESC) or the local parish requirements if they are more stringent than the NESC.

The Cooperative will not be responsible for the operation or maintenance of the underground line. Any faults which occur on the underground line will be handled by the member. Also, if it is required to build a temporary overhead service while repairs are made to the underground service, the member is required to bear the cost (both in and out) of the temporary construction.

If service is furnished at primary voltage, the point of delivery will be the point of attachment of the Cooperative's primary line to the member's transformer.

**Members wanting to use J.D.E.C. overhead or underground structures to connect their underground service must contact J.D.E.C. for approval before work begins.**

### **RIGHT OF ACCESS TO MEMBER'S PREMISES**

The Cooperative shall have access to the member's premises at all times, and free of all tolls or other charges, for the purpose of installing the service being applied for and to place, operate, repair, maintain, relocate and replace thereon and in or upon all streets,

roads or highways abutting said lands and electric distribution, including metering, lighting, and other facilities or to remove same upon discontinuance of service for any reason and to cut, trim, spray with defoliation agents, or remove trees and shrubbery to the extent necessary to keep them clear of said electric lines or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Any member who has a locked gate will need a J.D.E.C. lock in addition to their personal lock.

## **USE OF SERVICE**

All facilities, including lines, wiring, apparatus and service riser, attached to buildings, temporary meter poles and individual underground services, beyond the point of delivery shall be installed and maintained in a safe and efficient manner and in accordance with good practice and all lawful regulations. The Cooperative, however, does not assume the responsibility of inspecting the member's facilities.

It shall be the responsibility of the member to provide adequate over-current protection and single phase protection on all motor installations.

The member may need to equip a motor starter that will limit the starting current depending on the size of the motor and the location on the JDEC system. Starter size will be determined by Cooperative after evaluation by engineering and information will be forwarded to consumer. It shall be the responsibility of the member to notify the Cooperative if a major appliance is added so that a check can be made to determine if the facilities are adequate to carry the increased load.

The member shall not use the service furnished in any manner that interferes with the supply of proper service to the Cooperative's other members.

All service furnished is for the exclusive use of the member.

## **LIABILITY**

The member shall be solely responsible for the use and disposition of electricity on the member's side of the point of delivery. The member shall protect and save the Cooperatives harmless and indemnified from injury or damage to persons or property occasioned by the presence, absence, use and disposition of such electricity on the member's side of the point of delivery, except where said injury or damage shall be shown to have been caused by the sole negligence of the Cooperative.

The Cooperative shall not be responsible for injury to the member or the member's employees in tampering with or attempting to repair or maintain any of the Cooperative's facilities on the Cooperative's side of the point of delivery.

## **SERVICE INTERRUPTIONS**

The Cooperative shall use reasonable diligence in the facilities so as to provide safe, adequate and uninterrupted service.

However, the Cooperative shall not be liable to the member, nor shall the member be liable to the Cooperative by reason of the failure of the Cooperative to the member to receive, electricity as a result of injunction, fire, riot, strike, explosion, flood, accident, breakdown, Acts of God, or the public enemy, or other acts or conditions reasonable beyond the control of the party affected.

The Cooperative shall not be liable for damages occasioned by interruptions of service, when such interruptions are necessary to make repairs or changes in the Cooperatives equipment and facilities.

### **TROUBLE CALL POLICY**

Should a Cooperative service crew respond to an outage call later determined to be a member problem not requiring a Cooperative response, the consumer/member will be required to pay a charge of \$50.00.

The Cooperative will determine the justification of the call. Example of an unjustified call would be a switch or breaker "off" in a switch box with no other associated Cooperative problem.

### **TEMPORARY SERVICE**

Temporary service shall be in accordance with the applicable rate schedule for the class of service except that the member shall pay in addition to the specified rate and charges the total cost of connecting and disconnecting service less the value of materials returned to stock. An advance deposit may be required of the full amount of the estimated bill for service including the cost of connection and disconnection.

### **TRAILER INSTALLATION POLICY**

A mobile home owned and located on land owned by the member may be considered permanent and will be handled under normal residential policy.

A mobile home located on land not owned by the member may be considered non-permanent.

Construction of mobile home parks will be handled on an individual basis by the Cooperative management to be presented to the Board of Directors for their approval.

A residence being rented by a land owner/trailer park will be billed under the residential rate with the following conditions:

- a. If the owner is to be responsible for the billing, no additional membership or deposit will be required.
- b. If the owner wants the resident responsible for the billing the resident will be required to obtain a membership and pay the required deposit.

## **MODIFICATIONS**

No agent of the Cooperative has the power to amend, modify, alter or waive any of these Terms and Conditions or to bind the Cooperative by making any promises or representations that conflict with the provisions of these Terms and Conditions.

Whenever there is a conflict between the provisions of any of the requirements herein and the specific provisions of any rate schedule, the provisions of the rate schedule shall govern.

## **IN LOUISIANA YOU CAN GO TO JAIL FOR STEALING ELECTRICITY**

14:67.6

### **CRIMINAL LAW**

67.6 theft of utility service: prima facie evidence of intent thereof; penalties therefor

a. Theft of utility service is the misappropriation, or taking, or obtaining for use any electricity, gas or water manufactured, held for sale or distributed by any person, firm or corporation engaged in the manufacture, sale or distribution of electricity, gas, or water, without the consent of, and with the intent to defraud such person, firm or corporation, by diverting by any means or device any quantity of electricity, gas, or water from the wires, cables, pipes or mains of such person, firm or corporation or by preventing the meter or meters furnished by such person, firm or corporation from properly registering the quantity of electricity, gas, or water passing through such meter or meters, or from registering the full amount of electricity, gas, or water around such meter or meters so as to interfere with the accurate registration of such meter or meters.

b. The presence at any time on or about any wire, cable, pipe, main or meter, or the equipment to which said wire, cable, pipe, main or meter is affixed or attached, of an device or devices resulting in diversion of electricity, or gas or water or any device resulting in the prevention of the proper action or accurate registration of the meter or meters used to measure the amount of utility services rendered, or interfering with the proper action or accurate registration of such meter or meters, shall constitute prima facie evidence of knowledge or the person, firm or corporation having custody or control of the room, structure or place where such device or wire, cable, pipe, main or meter is located, and benefiting from the misappropriation of such utility service, and shall constitute prima facie evidence of the intention on the part of such person, firm or corporation to defraud and shall bring such person, firm or corporation prima facie within the scope, meaning, and penalties provided in Subsection C herein.

c. Whoever commits the crime of theft of utility service shall be fined not less than \$100.00 or more than \$500.00 for the first offense and for each subsequent offense may be imprisoned, with or without hard labor for not more than 2 years, or fined not less than \$100.00 nor more than \$3,000.00, or both. Added by Acts 1977, No. 308, Subsection

1.

On authority of R.S. 24:253, the provisions of Acts 1977, No. 308, Subsection 1 relative to R.S. 14:67.5 have been redesignated as R.S. 14:67.6.

Review 11

Verdict 10

2. Construction and application

Unauthorized use of movables is lesser and included offense of theft, because theft includes all elements of unauthorized use plus intent to permanently deprive owner of his property. *State v. Reeves*, Sup. 1977, 342 So.2d 605.

7. Evidence

Any evidence that is accused of taking property of another with intent to deprive him of it permanently, that is, theft, is sufficient to prove lesser offense of unauthorized use, even though in latter case requisite intent is only to deprive owner temporarily of his property. *State v. Reeves*, Sup. 1977; 342 So.2d 605.

8. Criminal intent

Conviction of unauthorized use of movables was improper on theory that, if any criminal intent at all had been proved, it was intent to deprive owner of his property permanently, not temporarily, so that offense proved would have been theft and not that of unauthorized use of movables. *State v. Reeves*, Sup. 1977, 342 So.2d 605.

Unauthorized use of movable is responsive verdict to charge of theft. *State v. Reeves*, Sup, 1977, 342 So.2d 605.

11. Review

Record disclosed some evidence upon which trial judge could base his finding of guilt of unauthorized use of movables, thereby preventing Supreme Court from considering whether in its view the evidence sufficiently proved guilt. *State v. Reeves*, Sup. 1977, 342 So.2d 605.

### **METER LOOP INSTALLATION POLICY**

The Cooperative will furnish to the member at no cost one (1) meter socket for installation by their electrician for each service account.

Should member damage meter socket, cost to repair shall be borne by member.

The meter loop must be constructed to meet all specifications set by Jefferson Davis Electric Cooperative, Inc. and the National Electric Code.

The service will be inspected by Jefferson Davis Electric Cooperative, Inc. and must pass before service can be energized.

A minimum height of fourteen (14) feet must be maintained from ground to service



head of meter loop.

5/8" x 8' ground rod of galvanized steel or 1/2" x 8' copper weld, must be used.

Attached are typical meter installation for house and trailer services.

Also included are specifications regarding a consumer/member's metering loop attached to Jefferson Davis Electric Cooperative's Dead End poles. These poles where the primary voltage (13.2 or 14.4Kv) stops and continues no further.

Should a consumer/member utilize a Jefferson Davis Electric Cooperative pole for his/her metering loop, that service must first be authorized by a Jefferson Davis Electric Cooperative representative and its specifications explained thoroughly.

### **TYPES OF SERVICE AVAILABLE**

The electric service furnished by the Cooperative is 60 hertz alternating current, single and three phase. The types of phases and voltages generally furnished are listed below by nominal voltages. ALWAYS CONSULT THE COOPERATIVE AS TO THE AVAILABILITY OF SERVICE TYPES in the particular area before making wiring layout, purchasing equipment or making extensive changes in existing installations. The decisions as to the availability will be made by the Cooperative Engineer.

All additional cost incurred by the Cooperative to supply the services will be borne by the member.

- a. Single phase, 120/240 volts, 3 wire.
- b. Three phase, 240 volts, 3 wire.
- c. Combination single phase and three phase 120/240 volts, 4 wire delta.
- d. Three phase, 480 volts, 3 wire.
- e. Combination single phase and three phase 277/480Yvolts, 4 wire.
- g. Three phase at primary voltages of 13200Y/7620, 14400Y/24900, 69,000, where applicable.

### **LOADING BALANCE**

The Cooperative's nominal voltage is 120 or 277. Where a 120/240 volt, 3 wire or 277/480Y volt, 4 wire service is furnished, the loads shall be balanced, i.e., loads should be divided equally between each phase and ground.

### **SINGLE-PHASE MOTORS**

Motors shall be connected single-phase under the following condition:

- a. The member shall consult the Cooperative when requesting single-phase motor service which does not meet the above requirements.

# BYLAWS

of

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.

## ARTICLE 1

### Membership

**Section 1. Requirements for Membership.** Any person, firm, association, corporation or political body or subdivision thereof may become a member in Jefferson Davis Electric Cooperative, Inc., (hereafter called the "Cooperative") by:

- a) filing a written application for membership therein;
- b) agreeing to purchase from the Cooperative electric energy as hereinafter specified;
- c) agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors; and
- d) paying the membership fee hereinafter specified; provided, however, that no person, firm, association, corporation or political body or subdivision thereof shall become a member unless and until he or it has been accepted for membership by the Board of Directors or the members. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable.

At each meeting of the members held subsequently to the expiration of a period of six months from the date of incorporation of the Cooperative, all applications received more than ninety days prior to such meeting and which have not been accepted or which have been rejected by the Board of Directors shall be submitted by the Secretary to such meeting and, subject to compliance by the applicant with the requirements hereinabove set forth, such applications or any one or more of them may be accepted by vote of the members. The Secretary shall give each such applicant at least ten days notice of the date of the members' meeting to which his/her application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

**Section 2. Membership Certificates.** Membership in the Cooperative may be evidenced by a membership certificate in such form, containing such provisions, and issued on such conditions, as the Board of Directors may, in its sole discretion, from time to time determine, authorize and direct. Nothing contained in this section shall be construed as

requiring the issuance of any such certificate.

**Section 3. Joint Membership.** A husband and wife may apply for a joint membership, and, subject to their compliance with the requirements set forth in Section 1 of this Article, may be accepted for such membership. The term "member" as used in these Bylaws shall be deemed to include a husband and wife holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership shall be as follows:

- a) the presence at a meeting of either or both shall be regarded as the presence of one member and shall have the effect of constituting a joint waiver of notice of the meeting;
- b) the vote of either separately or both jointly shall constitute one joint vote;
- c) a waiver of notice signed by either or both shall constitute a joint waiver;
- d) notice to either shall constitute notice to both;
- e) expulsion of either shall terminate the joint membership;
- f) withdrawal of either shall terminate the joint membership;
- g) either but not both may be elected or appointed as an officer or director, provided that both meet the qualifications of such office.

**Section 4. Conversion of Membership.**

- a) A membership may be converted to a joint membership upon the written request of the holder thereof and the agreement by such holder and his or her spouse to comply with the Articles of Incorporation, Bylaws and rules and regulations adopted by the Board of Directors. The outstanding membership certificate shall be surrendered, and shall be reissued by the Cooperative in such a manner as shall indicate the changed membership status.
- b) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be surrendered, and shall be reissued in such manner as shall indicate the changed membership status; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.

**Section 5 Membership and Service Connection Fees.** The membership fee shall be five dollars, upon the payment of which the member shall be eligible for one service connection. An additional fee of five dollars shall be charged for each additional service

connection. The Board of Directors shall promulgate appropriate policies regarding member deposits. Any such deposit required in the policy of this Cooperative shall be pledged by the member as security for damage to any of the Cooperative's property used by the member in connection herewith and/or as security for any unpaid balance due on the member's account with the Cooperative at termination of the membership, regardless of the reason for termination.

**Section 6. Purchase of Electric Energy.** Each member shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy used on the premises specified in his/her application for membership, and shall pay therefore monthly at rates which shall from time to time be fixed by the Board of Directors; provided, however, that the Board of Directors may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. It is expressly understood that amounts paid for electric energy in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these Bylaws. Each member shall pay to the Cooperative such minimum amount per month regardless of the amount of electric energy consumed, as shall be fixed by the Board of Directors from time to time. Each member shall also pay all amounts owed by him to the Cooperative as and when the same shall become due and payable.

**Section 7. Termination of Membership.** Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors may prescribe. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds of all the Directors, expel any member who shall have refused or failed to comply with any of the provisions of the Articles of Incorporation, Bylaws or rules and regulations adopted by the Board of Directors, but only if such member shall have been given written notice by the Secretary of the Cooperative that such refusal or failure makes him liable to expulsion and such refusal or failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the Board of Directors or by vote of the members at any annual or special meeting. Upon the withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate and the membership certificate of such member shall be surrendered forthwith to the Cooperative. Termination of membership in any manner shall not release a member or his/ her estate from any debts due the Cooperative.

**Section 8. Service to Non-Members.** Other services may be provided to members and non-consumer/members provided, however, that gross revenues from sale of other services shall not exceed the limits established by the Internal Revenue Service regulations.

## ARTICLE II

### **Rights and Liabilities of Members**

**Section 1. Property Interest of Members.** Upon dissolution, after;

- a) all debts and liabilities of the Cooperative shall have been paid, and
- b) all capital furnished through patronage shall have been retired as provided in these Bylaws, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the seven years next preceding the date of the filing of the certificate of dissolution, or, if the Cooperative shall not have been in existence for such period, during the period of its existence.

**Section 2. Non-liability for Debts of the Cooperative.** The private property of the members shall be exempt from execution or other liability for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

## ARTICLE III

### Meetings of Members

**Section 1. Annual Meeting.** The annual meeting of the members shall be held on the Second Monday in July of each year, beginning with the year 1942, at such place in the Parishes of Cameron, or Jefferson Davis, State of Louisiana, as shall be designated in the notice of the meeting for the purpose of electing directors, passing upon reports for the previous fiscal year, acting upon unfinished business; and transacting such other business as may be designated in the notice of the meeting. If the day fixed for the annual meeting shall fall on a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold the annual meeting at the designated time shall not work toward forfeiture or dissolution of the Cooperative.

**Section 2. Special Meetings.** Special meetings of the members may be called by resolution of the Board of Directors, or upon a written request signed by any three Directors, by the President, or by ten per centum or more of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the Parish of Jefferson Davis, State of Louisiana, specified in the notice of the special meeting.

**Section 3. Notice of Members' Meetings.** Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting or an annual meeting at which business other than that listed in Section 8 of this Article is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than twenty five days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

**Section 4. Quorum.** As long as the total number of members does not exceed five hundred, ten per centum of the total number of members present in person shall constitute a quorum. In case the total number of members shall exceed five hundred, fifty members or

five per centum of the members, whichever shall be the larger, shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice, provided, that the Secretary shall notify any absent members of the time and place of such adjourned meeting.

**Section 5. Voting.** Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of majority of the members voting thereon in person, except as otherwise provided by law, the Articles of Incorporation or these Bylaws. A duly authorized officer of any firm, corporation, partnership, association or political body may, upon proper proof of his/her authority, cast the vote of such organization.

**Section 6. Proxies.** Voting by mail or by proxy shall not be permitted, except that a wife present at a meeting may vote in her absent husband's membership and vice versa.

**Section 7. Voting Districts.** The territory served or to be served by the Cooperative shall be divided into nine districts. Each district shall be represented by one director. The original nine districts shall be as follows:

#### **District No. 1**

All those parts of Allen, Evangeline and Acadia Parishes, Louisiana, within the jurisdictional area of this Cooperative, and all that part of Jefferson Davis, Louisiana, described as follows:

All those parts of Allen, Evangeline and Acadia Parishes, Louisiana, within the jurisdiction area of this Cooperative, and all that part of Jefferson Davis Parish, described as follows: That part of Jefferson Davis Parish North of the following West-East line; Begin on the South line of Section 13, Township 8 South, Range 6 West, Louisiana Meridian at its intersection with the dividing line between Jefferson Davis and Calcasieu Parishes, thence run directly Eastward on and along said South line of said Section 13 across said Parish Eastward to Bayou Nezpique to the East boundary of the said Parish of Jefferson Davis.

#### **District No. 2**

All of that part of Jefferson Davis Parish, Louisiana, South of the South line of District No. 1 and North of United States Highway No. 90.

**District No. 3**

All of that part of Jefferson Davis Parish, Louisiana, South of the South line of District No. 2 (U.S. Highway No. 90) and north of a line running as follows:

Beginning at the intersection of the South line of Section 37, Township 10 South, Range 3 West, Louisiana Meridian, with the Mermentau River; thence directly West to the Calcasieu Parish line at a point of intersection of Calcasieu and Jefferson Davis Parishes on the South line of Section 32, Township 10 South, Range 5 West, Louisiana Meridian.

**District No. 4**

All of that portion of Jefferson Davis Parish, Louisiana, South of the South line of District No. 3; all of Ward 1 of Cameron Parish, West of Lake Arthur and the Mermentau River and North of the Intracoastal Canal Waterway.

**District No. 5**

All of Ward 1 of Cameron Parish, Louisiana, East of Lake Arthur, the Mermentau River, Grand Lake and north of the old Intracoastal Canal Waterway, and all of that part of Vermilion Parish, Louisiana, North of the old Intracoastal Waterway and White Lake, and within the jurisdictional area covered by this Cooperative.

**District No. 6**

All of Calcasieu Parish, Louisiana within the jurisdictional area of this Cooperative.

**District No. 7**

All of Ward 4 of Cameron Parish, Louisiana, West of Bayou Lacassine.

**District No. 8**

All of Wards 3, 5 and 6 of Cameron Parish, Louisiana.

**District No. 9**

All of Ward 2 of Cameron Parish, Louisiana, and all of Ward 4 of Cameron Parish, Louisiana, not included in District No. 7 and all of Ward 1 of Cameron Parish, Louisiana, not included in Districts No. 4 and 5, and all of Vermilion Parish, Louisiana, covered by the jurisdictional area of this Cooperative and not included in District No. 5.

Not less than sixty days before any meeting of the members at which Directors are to be elected, the Board of Directors shall review the composition of the several districts, and if it should be found that inequalities in representation have developed which can be



corrected by redelineation of districts, the Board of Directors shall reconstitute the districts so that each shall contain as nearly as possible the same number of members.

**Section 8. Order of Business.** The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows:

1. Report of the number of members present in person in order to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, of the waiver or waivers of notice of the meeting, as the case may be.
3. Reading of unapproved minutes of previous meeting of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

## **ARTICLE IV**

### **Directors**

**Section 1. General Powers.** The business and affairs of the Cooperative shall be managed by a board of nine directors which shall exercise all of the powers of the Cooperative except such as are by law the Articles of Incorporation or these Bylaws conferred upon or reserved to the members.

**Section 2. Qualifications.** No person shall be eligible to become or remain a director or to hold any position of trust in the Cooperative who

- a) Is not a member of the Cooperative and a bona fide domiciliary in the district which he is to represent; or
- b) Is in any way employed by or financially interested in a competing enterprise or a business selling electric energy or supplies to the Cooperative or a business primarily engaged in selling electrical or plumbing appliances, fixtures or supplies to the members of the Cooperative.

- c) No person may be eligible to serve as a director who is the incumbent of or candidate for an elective public office in connection with which a salary in excess of \$500.00 per annum is paid.

Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, it shall become incumbent upon the Board of Directors to immediately remove such director from office.

Nothing contained in this section shall affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

### **Section 3. Nominations, Election and Tenure of office.**

- a) Nominations. It shall be the duty of the Board of Directors to appoint, not less than 45 days or more than 60 days before the date of the meeting of members at which Directors are to be elected, a committee on nominations consisting of not more members than the number of Directors to be elected, which committee members shall be selected one from each of the districts of the area served by the Cooperative from which a Director is to be elected at the ensuing meeting. No member of the Board of Directors may serve on such committee. The committee shall prepare and post at the principal office of the Cooperative at least thirty (30) days before the meeting a list of nominations for directors. Any fifteen (15) or more members acting together may make other nominations by petition not less than twenty (20) days prior to the meeting, and file petition with the Secretary, and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. The Secretary shall mail with the notice of the meeting or separately, but at least seven (7) days before the date of the meeting, a statement of the number of directors to be elected and the names and addresses of the candidates. The names shall be arranged by districts and shall specify separately the nominations made by the committee nominations and also the nominations made by petition, if any. Notwithstanding anything contained in this Section, failure to comply with any of the provisions of this Section shall not effect in any manner whatsoever the validity of any election of Directors.
- b) Election and Tenure: In the year 1979, nine board members shall be elected to office. Each board consumer/member shall represent one of the nine districts, and shall be elected in conformance with procedures as hereinafter described except that the term of office for each will be as follows: The board members representing District 1, 4 and 7 shall each be elected to

serve until the annual meeting to be held in the year 1980 or until their successors shall have been elected and shall have qualified. The board members representing District 2, 5 and 8 shall each be elected to serve until the annual meeting to be held in the year 1981 or until their successors shall have been elected and shall have qualified. The board members representing Districts 3, 6 and 9 shall each be elected to serve until the annual meeting to be held in the year 1982 or until their successors shall have been elected and shall have qualified. Beginning in the year 1980, three board members shall each be elected for a three year term to fill the vacancies caused by expiration of the incumbent terms of office.

**Section 4. Removal of Directors by Members.** Any member may bring charges against a director by filing such charges in writing with the Secretary, together with a petition signed by at least ten per centum of the members and request the removal of such director by reason thereof. The directors against whom such charges have been brought shall be informed in writing of the charges at least five days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect to the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the next regular or special meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations; provided that the director must reside in the same district as the director in respect to whom the vacancy occurs.

**Section 5. Vacancies.** Subject to the provisions of these Bylaws with respect to the filling of vacancies caused by the removal of directors by the members, a vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors for the unexpired portion of the term of the director in respect to whom the vacancy occurs. The member elected as director to fill the vacancy must reside in the same district as the director to whose office he succeeds.

**Section 6. Compensation.** Directors as such shall not receive any salary for their services, but by resolution of the Board of Directors a fixed sum for each day or portion thereof spent on Cooperative business, such as attendance at meetings, conferences and training programs or perform committee assignments when authorized by the board. No director shall receive compensation for serving the Cooperative in any other capacity, nor shall any close relative of a director receive compensation for serving the Cooperative, unless the payment and the amount of compensation shall be specifically authorized by a vote of the members for the service by such director or close relative shall have been certified by the Board of Directors, as an emergency measure.

**Section 6(b) Indemnification of Directors, Officers and Employees.** The Cooperative shall indemnify present and former Directors and Officers, including the General Manager, Agents and Employees against liability to the extent that their actions or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments in the belief that the acts or omissions were in the best interest of the Cooperative. The Cooperative may purchase insurance to cover indemnification.

**Section 7. Rules and Regulation.** The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with the Articles of Incorporation or the Bylaws of the Cooperative or the laws of the State of Louisiana, as it may deem advisable for the management, administration and regulation of the business and affairs of the Corporation.

## ARTICLE V

### Meetings of Directors

**Section 1. Regular Meeting.** A regular meeting of the Board of Directors shall be held without notice other than this Bylaw immediately after, and at the same place as the annual meeting of the members. A regular meeting of the Board of Directors shall also be held monthly at such time and place in Jefferson Davis Parish, Louisiana, or at such time and place in Cameron Parish, Louisiana, as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof.

**Section 2. Special Meetings.** Special meetings of the Board of Directors may be called by the President, or by any three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the Directors calling the meeting shall fix the time and place (which shall be in Jefferson Davis Parish, Louisiana, or in Cameron Parish, Louisiana) for the holding of the meeting.

**Section 3. Notice of Directors Meetings.** Written notice of the time, place and purpose of any special meeting of the Board of Directors shall be delivered not less than five days previous thereto, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the directors calling the meeting, to each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid.

**Section 4. Quorum.** A majority of the Board of Directors shall constitute a quorum, provided, that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided

further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

## ARTICLE VI

### Officer

**Section 1. Number.** The officers of the Cooperative shall be a President, Vice President, Secretary-Treasurer, and such other officers as may be determined by the Board of Directors. The offices of Secretary and of Treasurer may be held by the same person.

**Section 2. Election and Term of Office.** The officers shall be elected, by ballot, annually by and from the Board of Directors at the meeting of the Board of Directors held directly after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding annual meeting of the members or until his/ her successor shall have been elected and shall have qualified. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

**Section 3. Removal of Officers and Agents by Directors.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Cooperative will be served thereby. In addition, any member of the Cooperative may bring charges against an officer by filing such charges in writing with the Secretary, together with a petition signed by ten per centum of the members, and request the removal of the particular officer by reason thereof. The officer against whom such charges have been brought shall be informed in writing of the charges at least five days prior to the meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such officer shall be considered and voted upon at the next regular or special meeting of the members.

**Section 4. President.** The President shall:

- a) be the principal executive officer of the Cooperative, and unless otherwise determined by the members of the Board of Directors, shall preside at all meetings of the members and the Board of Directors;
- b) sign, with the Secretary, certificates of membership, the issue of which shall have been authorized by the Board of Directors or the members, and may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other office or agent of the Cooperative, or shall be required by law to be otherwise

- c) signed or executed; and  
in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 5. Vice President.** In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 6. Secretary.** The Secretary shall:

- a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose;
- b) see that all notices are duly given in accordance with these Bylaws or as required by law;
- c) be custodian of the corporate records and of the seal of the Cooperative and affix the seal of the Cooperative to all certificates of membership prior to the issue thereof and to all documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of these Bylaws;
- d) keep a register of the names and post office addresses of all members;
- e) sign, with the President, certificates of membership, the issue of which shall have been authorized by the Board of Directors or the members;
- f) have general charge of the books of the Cooperative in which a record of the members is kept;
- g) keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Cooperative containing all amendments thereto, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative forward a copy of the Bylaws and all amendments thereto to each member; and
- h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

**Section 7. Treasurer.** The Treasurer shall:

- a) have charge and custody of and be responsible for all funds and securities of the Cooperative;
- b) be responsible for the receipt of and the issuance of receipts for money due and payable to the Cooperative from any

source whatsoever, and for the deposit of all such moneys in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of these Bylaws; and

- c) in general perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned to him by the Board of Directors.

**Section 8. Executive Vice President or General Manager .** The Board of Directors may appoint an Executive Vice President or General Manager who may be, but who shall not be required to be, a member of the Cooperative. He shall perform such duties and shall exercise such authority as the Board of Directors may from time to time vest in him, but without voting privileges on the Board.

**Section 9. Bonds of Officers.** The Treasurer and any other officer or agent of the Cooperative charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

**Section 10. Compensation.** The powers, duties and compensation of any officers, agents and employees shall be fixed by the Board of Directors, subject to the provisions of these Bylaws with respect to compensation and close relatives of Directors.

**Section 11. Reports.** The officers of the Cooperative shall submit at each annual meeting of the members reports covering the business of the Cooperative for the previous fiscal year. Such reports shall set forth the condition of the Cooperative at the close of such fiscal year.

**Section 12. Executive Committee.** The Board of Directors may select an Executive Committee which shall at all times be subject to the orders and control of the Board of Directors and which shall have authority to exercise any powers of the Board of Directors when the Board of Directors is not in session. Such Executive Committee shall be composed of three members, all of whom shall be consumer/members of the Board of Directors.

## ARTICLE VII

### Non-Profit Operation

**Section 1. Interest or Dividends on Capital Prohibited.** The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its patrons. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its patrons.

**Section 2. Patronage Capital in connection with furnishing electric energy.** The furnishing of goods or services other than electric energy. In the furnishing of electric energy, and the furnishing of goods or services other than electric energy, the Cooperative's operations shall be so conducted that all patrons will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis the Cooperative is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of electric energy, and the furnishing of goods or services other than electric energy, in excess of operating costs and expenses properly chargeable against furnishing of goods and services other than electric energy. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the patrons as Capital. The Cooperative is obligated to pay credits to a capital account for each patron all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is duly reflected and credited in a appropriate record to the capital account of each patron, and the Cooperative shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his/her account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Cooperative corresponding amounts of capital. All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be



- a) used to offset any losses incurred during the current or any prior fiscal year to the extent not needed for that purpose, allocated to its patrons on a patronage basis and any amount so allocated shall be included as a part of the capital credited to the accounts of patrons, as herein provided. In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to dissolution or liquidation, the board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital then credited to patron's accounts may be retired in full or in part, without priority, on a pro rata basis. Any such retirements of capital shall be subject to rules which the Board of Directors may establish from time to time by deferring the retirement of capital credits to current patrons with less than a specified amount in their capital accounts and for accelerating the retirement of capital credited to former patrons with less than a specified amount in their capital credit accounts. Capital credited to the account of each patron shall be assignable only on the books of the Cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Cooperative unless the Board of Directors, acting under policies of general application, shall determine otherwise. Notwithstanding any other provisions of these Bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his/her estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired under the provisions of these Bylaws, to retire capital credited to any such patron immediately upon such terms and conditions as the Board of Directors acting under policies of general application, and the legal representatives of such patrons estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby. The patrons of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each patron, and both the Cooperative and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of the Bylaws shall be called to the attention of each patron of the Cooperative by posting in a conspicuous place in the Cooperative's office.
- b)

## **ARTICLE VIII**

### **Disposition of Property**

The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber all or any substantial portion of its property unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a duly held meeting of the members, thereof by the affirmative vote of not less than a majority of all of the members of the Cooperative, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the Board of Directors of the Cooperative, without authorization by the members thereof shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, as well as the revenues and income therefrom all upon such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative to United States of America or any in instrumentality or agency thereof, or to any bank, insurance company, or other lending institution, any provision of the Articles of Incorporation or Bylaws of the Cooperative to the contrary notwithstanding.

(Article VIII as amended July 13, 1970)

## **ARTICLE IX**

### **Seal**

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words Corporate Seal, Louisiana.

## ARTICLE X

### Financial Transactions

**Section 1. Contracts.** Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or officers, agency or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, etc.** Except as otherwise provided by law or in these Bylaws, all checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 3. Deposits.** All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Directors may select.

**Section 4. Change in Rates.** Written notice shall be given to the Administrator of the Rural Electrification Administration of the United States of America not less than ninety days prior to the date upon which any proposed change in the rates charged by the Cooperative for electric energy becomes effective.

**Section 5. Fiscal Year.** The fiscal year of the Cooperative shall begin on the first day of January of each year and end on the thirty-first day of December of the same year, effective January 1, 1953, and thereafter.

## ARTICLE XI

### Miscellaneous

**Section 1. Membership in Other Organizations.** The Cooperative shall not become a member of any other organization without an affirmative vote of a majority of the members of the Board of Directors.

**Section 2. Waiver of Notice.** Any member or Director may waive in writing, any notice of a meeting required to be given by these Bylaws. The attendance of a member or Director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or Director shall attend meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

**Section 3. Rules and Regulations.** The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

**Section 4. Accounting System and Reports.** The Board of Directors shall cause to be established and maintained a complete accounting system which shall conform so long as the Cooperative is indebted to the Government or any agency or instrumentality thereof, to such accounting system as may from time to time be designated by the Administrator of the Rural Electrification Administration of the United States of America. All accounts of the Cooperative shall be examined by a committee of the Directors appointed by the Board of Directors which shall render reports to the Board of Directors at least four times a year at the regular meeting of the Board of Directors. The Board of Directors shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial condition of the Cooperative at the end of such fiscal year. Such audit reports shall be submitted to the members at the annual meeting next following the close of such fiscal year.

## **ARTICLE XII**

### **Amendments**

These Bylaws may be altered, amended or repealed by the members at any regular or special meeting, provided the notice of such meeting still have contained a copy of the proposed alteration, amendment or repeal, except that Article VIII of these Bylaws may be altered, amended or repealed only at a meeting of the consumer/members of this Cooperative by the affirmative vote of not less than two-thirds of all of the members of the Cooperative, and then only provided the notice of such proposed alteration, amendment or repeal of said Article VIII shall have been contained in the notice of the meeting.

(These Bylaws completely re-compiled to include amendments adopted as of annual meeting of consumer/members held September 2, 1994.)

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC  
LOUISIANA TARIFF  
ISSUED: October 12, 2018

REVISION: Original  
SCHEDULE A

SECTION II - Rate Schedules  
EFFECTIVE: October 12, 2018  
CANCELING: Rate AA (07/01/2008)  
Rate AE (07/01/2008)  
AUTHORITY: LPSC Order U-34676  
Page 1 of 1

### FARM AND HOME SERVICE

I. AVAILABILITY

Available to Members of the Cooperative for all farm and home service subject to the established rules and regulations of the Cooperative.

II. TYPE OF SERVICE

Alternating Current, 60 Hertz, single or three phase at available secondary voltage. Protection of three phase motors on all phases against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE Service

Charge:

|                   |                    |
|-------------------|--------------------|
| Regular Service:  | @ \$12.00 per bill |
| Seasonal Service: | @ \$15.00 per bill |

Energy Charge: @ 5.765 cents per kWh for all kWh used

IV. CONDITIONS OF SERVICE

Prior approval by the Cooperative is required in each instance as to the Member's location with respect to distribution facilities and resulting voltage regulation.

V. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

VI. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days from mailing date. After that date, the gross rate will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.

COMMERCIAL AND INDUSTRIAL SERVICES

I. AVAILABILITY

Available to commercial, industrial, and three-phase farm Members having billing demand of less than 50 kW for all uses including lighting, heating, and power, subject to the established rules and regulations covering this type of service.

II. TYPE OF SERVICE

Alternating current, 60 Hertz, single or three phase at available secondary voltage. Motors having a rated capacity in excess of ten horsepower (10 h.p.) must be three phase. Protection of three phase motors against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE

Service Charge: @ \$15.00 per bill

Energy Charge: @ 6.617 cents per kWh for all kWh used

IV. MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$15.00 where 7-1/2 kVA or less of transformer capacity is required. For Members requiring more than 7-1/2 kVA of transformer capacity, the minimum charge shall be increased by .75 cents for each additional kVA or fraction thereof required.

Where it is necessary to extend or reinforce existing distribution facilities to provide service, the minimum monthly charge may be increased to assure adequate compensation for the added facilities.

V. TEMPORARY SERVICE

Temporary service shall be supplied in accordance with the foregoing rate except that the Member shall pay in addition to the foregoing charges the total cost of connecting and disconnecting the services less the value of materials returned to stock. A deposit, in advance, may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection.

VI. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
LOUISIANA TARIFF  
ISSUED: October 12, 2018  
REVISION: Sixth Revised  
SCHEDULE B

SECTION II - Rate Schedules  
EFFECTIVE: October 12, 2018  
CANCELING: Rate B  
(07/01/2008) AUTHORITY: LPSC  
Order U-34676 Page 2 of 2

VII. TERMS OF PAYMENT

The above rates are net; the gross rates being 5% higher on the first \$50.00 and 2% on the remainder of the bill. In the event the current monthly bill is not paid with twenty (20) days from the mailing date, the gross rates shall apply.

Your attention is called to the fact that all bills are due and payable within twenty (20) days, and if not paid within thirty (30) days, service will be disconnected and a \$100.00 service charge will be applicable before service can be reconnected.



LARGE POWER SERVICE

I. AVAILABILITY

Available to Members having measured monthly demand of not less than 50 kW or more than 1500 kW, subject to the established rules and regulations of the Cooperative.

II. TYPE OF SERVICE

Alternating current, 60 Hertz, single or three phase at available secondary voltage. Protection of three phase motors against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE

Demand Charge: @ \$8.50 per month per kVA of billing demand

Energy Charge: @ 2.860 cents per kWh for all kWh used

IV. DETERMINATION OF BILLING DEMAND

For the billing demand shall be determined as follows:

1. For the billing months June, July, August and September, the billing demand shall be the maximum kilowatt or kVA demand established by the Member for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
2. For the billing months of October through May, the billing demand shall be the highest one of the following charges as determined for the consumer in question:
  - A. The maximum kilowatt or kVA demand established by the Member for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
  - B. 80% of the average of the most recent June, July, August and September billed demands.

V. POWER FACTOR ADJUSTMENT

The Member agrees to maintain unity power factor as nearly as practicable. kW (but not kVA) billing demand will be adjusted to correct for average power factors lower than 95% by multiplying the measured demand by 95% and dividing by the percent power factor. This calculation applies to the maximum value so calculated for the current month plus the previous eleven months.

VI. MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service.
2. The demand charge.

VII. SERVICE PROVISIONS

1. Delivery Point. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the customer.

If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to Consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

2. Lighting. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit, the registration of each watt-hour meter shall be treated as an individual service and billed under the appropriate rate schedule.

VIII. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

IX. TERMS OF PAYMENT

The above rates are net, the gross rates being 5% higher on the first \$50.00 and 2% on the remainder of the bill. In the event the current monthly bill is not paid within twenty (20) days from the date of bill, the gross rates shall apply.

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
LOUISIANA TARIFF  
ISSUED: October 12, 2018  
REVISION: Sixth Revised  
SCHEDULE IR

SECTION II - Rate Schedules  
EFFECTIVE: October 12, 2018  
CANCELING: Rate IR  
(07/01/2008) AUTHORITY: LPSC  
Order U-34676 Page 1 of 1

### IRRIGATION SERVICE

I. AVAILABILITY

Available to Members of the Cooperative for irrigation pump service.

II. TYPE OF SERVICE

Alternating current, 60 Hertz, single or three phase at available secondary voltage. Protection of three phase motors on all phases against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE

Service Charge: @ \$25.00 per bill

Energy Charge: @ 9.440 cents per kWh for all kWh used

IV. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

V. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days from the mailing date. After that date, the gross rate due will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.

TIME-OF-DAY IRRIGATION SERVICE

I. AVAILABILITY

Available to Members of the Cooperative for irrigation pump service as an alternative to the regular irrigation rate set forth in Schedule IR.

II. TYPE OF SERVICE

Alternating current, 60 Hertz, single or three phase at available secondary voltage. Protection of three phase motors on all phases against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE

|                 |  |
|-----------------|--|
| Service Charge: | @ \$25.00 per bill                     |
| Demand Charge:  | @ \$13.60 per kVA of Billing Demand    |
| Energy Charge:  | @ 6.400 cents per kWh for all kWh used |

IV. DETERMINATION OF BILLING DEMAND

1. For the months of June, July, August, and September, the billing demand shall be the maximum kVA demand established by the consumer for a period of fifteen (15) consecutive minutes between the hours of 1:00 p.m. and 9:00 p.m. during the month for which the bill is rendered, as indicated or recorded by a demand meter. The billing demand period is subject to change with regulatory approval.
2. For all other months, the billing demand shall be zero (0).

V. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

VII. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days of the mailing date. After that date, the gross rate due will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
LOUISIANA TARIFF  
ISSUED: October 12, 2018  
REVISION: Sixth Revised  
SCHEDULE RD

SECTION II - Rate Schedules  
EFFECTIVE: October 12, 2018  
CANCELING: Rate RD (07/01/2008)  
AUTHORITY: LPSC Order No. U-  
34676 Page 1 of 1

### FARM AND RICE DRYERS

I. AVAILABILITY

Available to Members of the Cooperative for service farm rice dryers.

II. TYPE OF SERVICE

Alternating current, 60 Hertz, single or three phase at available secondary voltage. Protection of three phase motors on all phases against single-phasing shall be the responsibility of the Member. The Member shall also be responsible for providing adequate overcurrent protection on each phase of all motors.

III. MONTHLY RATE

Service Charge: @ \$25.00 per bill

Energy Charge: @ 9.440 cents per kWh

IV. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

V. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days from the mailing date. After that date, the gross rate due will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.

SECURITY AND FLOOD LIGHTING SERVICE

I. AVAILABILITY

Available to power users in areas designated by Cooperative where facilities of adequate capacity and suitable voltage are available.

II. TYPE OF SERVICE

Unmetered flood lighting service from dusk to dawn every night, approximately 4000 hours per year, served from Cooperative's existing wood pole distribution system under conditions specified in the Section below.

III. MONTHLY RATE Security

Lighting Service

|   |                  |
|---|------------------|
| 100 Watt - 9,500 Lumen High Pressure Sodium | \$6.85 per month |
|---|------------------|

Flood Lighting Service

|   |                   |
|---|-------------------|
| 400 Watt - 50,000 Lumen High Pressure Sodium    | \$17.23 per month |
| 1,000 Watt - 140,000 Lumen High Pressure Sodium | \$27.40 per month |

IV. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

V. CONDITIONS OF SERVICE

For the rate set forth in the Rate Section above, the Cooperative will install, own and maintain the required facilities at its own cost and expense, mounted on an existing wood pole or other approved support. When additional facilities, not provided for in the above charges, are installed by the Cooperative, Customer will pay in advance of installation the cost of such additional facilities which may be required to supply service from the nearest or most suitable existing pole of Cooperative to point designated by the Customer for the installation of said lamp. Pole location will be satisfactory to the Cooperative. Cooperative will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer. Cooperative will require a one year agreement prior to installation of facilities.

VI. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days from the mailing date. After that date, the gross rate due will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.

SEASONAL TIME-OF-DAY SERVICE

I. AVAILABILITY

Service under this rider is available on an optional basis to consumers who receive service under Rate Schedule LP.

II. MONTHLY RATE

Demand Charge: @ \$22.10 per kW or kVA of Billing Demand

Energy Charge: @ 3.380 cents per kWh for all kWh used

III. DETERMINATION OF BILLING DEMAND

1. For the months of June, July, August, and September, the billing demand shall be the maximum kilowatt or kVA demand established by the consumer for a period of fifteen (15) consecutive minutes between the hours of 1:00 p.m. and 9:00 p.m. during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as described in Section V of Rate Schedule LP. The billing demand period is subject to change with regulatory approval.
2. For all other months, the billing demand shall be zero (0).

IV. IN-SERVICE DATE

1. Existing large power consumers may only transfer to this rider on June 1 of any year.
2. New large power consumers may begin receiving service under this Rider at any time.

V. OTHER PROVISIONS

All other provisions shall be as specified in Rate Schedule LP or other applicable Rider.

SUBDIVISION STREET LIGHTING SERVICE

I. AVAILABILITY

Available to Members who receive service in a subdivision that contains at least two consumers, or potential consumers, per street light, subject to the established rules and regulations of the Cooperative.

II. TYPE OF SERVICE

Unmetered street lighting service from dusk to dawn every night, approximately 4000 hours per year, served from Cooperative's wood or metal standards under conditions specified in the section below.

III. MONTHLY RATE

|  |                  |
|--|------------------|
| 100 watt High Pressure Sodium Street Light | \$4.50 per month |
|--|------------------|

IV. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

V. CONDITIONS OF SERVICE

In subdivisions served by the Cooperative where the Cooperative has installed street lights, each property owner will be responsible, on a per lot basis, for the monthly rate plus power cost adjustment based upon 40 kilowatt-hours per month. The Cooperative will install, own, and maintain the required facilities at its own cost and expense, mounted on an existing wood pole or other approved standard. Cooperative will replace burned out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by customer.

VI. TERMS OF PAYMENT

The above rates are net and due within twenty (20) days from the mailing date. After that date, the gross will be 5% higher than the net amount. If not paid within thirty (30) days, service will be disconnected and a \$100.00 reconnect charge will be applicable before service can be reconnected.



HIGH LOAD FACTOR INCENTIVE SERVICE

I. AVAILABILITY

Service under this Rate Schedule is available throughout the Cooperative's service area in accordance with the Cooperative's established Rules and Regulations for Electric Service. Service hereunder is limited to Consumers who require an annual peak demand of at least 1,000 kW, and an annual load factor of at least 60%. In order to receive service under this rate, Consumers will be required to sign an electric service contract with a minimum initial term of three (3) years and requiring a minimum of thirty (30) days advance notice to cancel thereafter.

II. TYPE OF SERVICE

Service shall be three-phase, 60 Hertz, at available standard voltages. Protection of three-phase motors against single-phasing shall be the responsibility of the Consumer. Adequate overcurrent protection of all motors shall be the responsibility of the Consumer.

III. MONTHLY RATE FOR SERVICE

|                         |   |
|-------------------------|---|
| Standard Demand Charge: | \$6.85 per kW of Billing Demand             |
| Energy Charge:          | \$0.014 per kWh for all kilowatt-hours used |

IV. DETERMINATION OF MONTHLY BILLING DEMAND

- A. In each of the months May, June, July, August, and September, the Billing Demand shall be the higher of the following:
  - 1. 1,000 kW
  - 2. The Consumer's contribution to the Maximum Point of Delivery Demand for the Billing Month.
- B. In all other months, the Billing Demand shall be 100% of the Consumer's highest Billing Demand during the previous May-September period.
- C. When load is added and no billing history exists, the Billing Demand shall be the highest monthly demand experienced to date until each of the months of May, June, July, August, and September have elapsed.

V. DEMAND DISCOUNT

The Standard Demand Charge will be reduced based upon the Consumer's load factor over the previous 12 billing months, as follows:

| <u>Load Factor</u>             | <u>Standard Demand Charge</u> |
|--------------------------------|-------------------------------|
| Less than 60%                  | \$6.85 per kW                 |
| At least 60% but less than 70% | \$6.15 per kW                 |
| At least 70% but less than 80% | \$5.80 per kW                 |
| 80% and above                  | \$5.50 per kW                 |

VI. POWER COST ADJUSTMENT

The above charges shall be increased as determined under Power Cost Adjustment Clause PCA-JD.

VII. FACILITIES CHARGE

The Cooperative may require a Facilities Charge based upon a load's operating characteristics and/or the amount of investment required to provide service. Such Facilities Charge shall be in addition to all other charges specified in this rate schedule. The Facilities Charge shall be agreed upon between the Cooperative and the Consumer based upon the cost of facilities and the anticipated annual charges required. Such agreement shall be in writing and made part of the electric service agreement.

VIII. POWER FACTOR ADJUSTMENT

The Consumer agrees to maintain unity power factor as nearly as practicable. Demand charges shall be adjusted to correct for average power factor lower than 95 percent by increasing the measured demand 1 percent for each percent by which the average power factor is less than 95 percent lagging.

IX. MINIMUM MONTHLY CHARGE

The minimum monthly charge, exclusive of any facilities charge that may apply, shall be the higher of the following:

- A. As specified in the contract for service.
- B. The actual demand charge as set forth hereinabove.

X. USE OF SERVICE

Electric service furnished under this rate shall not be used by the Consumer as standby, auxiliary, or supplemental service to engines or other prime movers, or to any other source of power. Consumer shall not resell any power purchased under this rate.

JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
LOUISIANA TARIFF  
Issued: September 4, 2002  
Revision: Original  
RATE SCHEDULE HLF

SECTION II – RATE SCHEDULES  
Effective: August 26, 2002  
Canceling: N/A  
Authority: LPSC Ltr. 8/26/02  
PAGE 3 OF 3

XI. APPLICABILITY

Service under this rate is applicable based upon the provision of and benefits resulting from the wholesale HLF Rate of Louisiana Generating, LLC. In the event that Louisiana Generating HLF rate ceases to be available for whatever reason, the Cooperative reserves the right to discontinue this rate schedule and serve the Consumer under a different rate schedule to be determined based upon the Consumer's service characteristics.

XII. TERMS OF PAYMENT

The above rates are net, the gross rate being 5% higher on the bill. In the event the current monthly bill is not paid within twenty (20) days from the date of the bill, the gross rate shall apply.

NET METERING RIDER

I. AVAILABILITY

Available to residential or commercial members of the Cooperative which receive service from the Cooperative under otherwise standard applicable service tariffs and have an installed Eligible Net Metering Facility on the member's premise.

II. APPLICABILITY

Applicable to residential and commercial member-owned facilities which operate in parallel with the Cooperative's system and meet the following conditions:

1. For purposes of this tariff an Eligible Net Metering Facility is an electrical generating facility that complies with all of the following requirements:
  - a. located on member's premise and primarily intended to offset some or all of the member's energy usage at that location;
  - b. is fueled by solar, wind, hydroelectric, geothermal, biomass, fuel cell, or micro turbines that are entirely fueled by renewable resources;
  - c. has a nameplate capacity less than or equal to 25 kW for residential members or less than or equal to 100 kW for commercial members;
  - d. is owned and operated by the member and is located on the member's premises;
  - e. is designed and installed to properly operate in parallel with the Cooperative's system without adversely affecting the operation of equipment and service of the Cooperative and its members and without presenting safety hazards to the Cooperative and member personnel;
  - f. any other requirements of LPSC Order No. R-27588 and Louisiana Net Metering Rules.
2. A member seeking to interconnect an Eligible Net Metering Facility to the Cooperative's system must submit to the Cooperative's designated personnel for review completed Sections 1, 2, 3, and 4 of Part I. Standard Information of the Standard Interconnection Agreement for Net Metering Facilities. The Cooperative will provide copies of all applicable forms upon request.
3. A complete Standard Interconnection Agreement for Net Metering Facilities between the Cooperative and the eligible net metering member must be executed by both the member and the Cooperative before the net metering facility may be interconnected with the Cooperative's system.
4. Member-owned generator equipment and installations must be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code and state and local codes. Member-owned generator equipment and installations shall comply with all applicable safety and performance standards of the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories.
5. The eligible net metering member shall provide the Cooperative proof of qualified installation of the Net Metering Facility. Certifications by a licensed electrician shall constitute acceptable proof.
6. The eligible net metering member shall install, operate, and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel with the Cooperative's system.
7. The Cooperative may, at its own discretion, isolate any net metering facility if the Cooperative has reason to believe that continued installation with the Net Metering Facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Louisiana Public Service Commission's discretion.

NET METERING RIDER

III. TYPE OF SERVICE

Single-phase or three-phase, alternating current at 60 hertz at Cooperative's standard voltage of service.

IV. NET MONTHLY BILL

Under net metering only the kilowatt hour units of the member's bill are affected. All other non-kWh charges shall apply as provided for in the standard rate schedule.

If the kilowatt-hours (kWh) supplied by the Cooperative exceed the kWh generated by the Net Metering Facility, the net metering member shall be billed for the net kWh supplied by the Cooperative in accordance with the rates and charges as identified in the standard rate schedule for service.

If the electricity generated by the Net Metering Facility exceeds the kWh supplied by the Cooperative, the net metering customer shall be credited during the next billing period for the excess kWh generated.

For the final month in which the net metering member takes service from the Cooperative, the Cooperative shall issue a check to the net metering member for the balance of any credit due in excess of amounts owed by the member to the Cooperative. The payment for any remaining credits shall be at the Cooperative's standard rates for purchases at avoided cost in accordance with Section 204 (a), (c), and (e) of the LPSC's Avoided Cost Order dated February 27, 1998.

V. METERING

The appropriate metering equipment shall be installed to accurately measure both the electricity supplied by the Cooperative to the net metering member and also to measure the electricity generated by the Eligible Net Metering Facility that is fed back to the Cooperative during each applicable billing cycle. The purchase cost of the metering equipment is the responsibility of the Cooperative. The cost of installation, testing and interconnection is the responsibility of the net metering member. The cost of any additional meter installations requested by the net metering member will also be the responsibility of the net metering member.

VI. ADDITIONAL CHARGES

In addition to the charges under the standard tariff and the net metering credits, the Cooperative may assess the member a one-time or monthly customer charge for installation costs, testing costs, interconnection costs and additional meter installation in accordance with the LPSC's Louisiana Net Metering Rules.

Electric Service to Spinning Mill in Lacassine

I. Availability

Service under this Rate Schedule is available at the 14.4 kV DeRouen Substation.

II. Applicability

This schedule is applicable to the electrical power and energy furnished by the Cooperative to the cotton spinning mill located in Lacassine, Louisiana, up to 6.5 MW. The cotton spinning mill is currently owned and operated by Zagis USA LLC, and this schedule is applicable to any successor owner or operator of the spinning mill, also.

III. Type of Service

Three-phase, sixty (60) Hertz, at a nominal primary voltage of 14.4 kV. Protection of three-phase motors against single-phasing shall be the responsibility of the Consumer. Adequate overcurrent protection of all motors shall be the responsibility of the Consumer. Motors having a rated capacity in excess of 10 horsepower shall be three-phase.

IV. Monthly Charges

Demand Charge equal to the Demand Rate of \$6.60 per kW multiplied by the Billing Demand as determined in Section V.

Plus Fuel Cost Adjustment

Plus Distribution Charge of \$0.00298 per kWh for all kWh delivered to the primary point of delivery during the applicable month

Plus MISO Ancillary Service Charge

Plus MISO Transmission Charge

V. Determination of Billing Demand

The Billing Demand shall be the highest hourly peak kW demand established by the Consumer during the most recent twelve month period, including the then current month, as indicated or recorded by a demand meter and adjusted for power factor as described below.

VI. Fuel Cost Adjustment

The Fuel Cost Adjustment shall be the sum of the calculated Hourly Fuel Costs for the applicable month. The Hourly Fuel Costs shall be calculated according to the following formula:

$$\text{Hourly Fuel Cost (hFC)} = \text{kWh} \times \text{LMPH}$$

Where: kWh is the metered load for the applicable hour, and LMPH is the real-time Locational Marginal Pricing at LAGN.LAGN commercial pricing node, as calculated and settled with MISO for the applicable hour.

VII. MISO Ancillary Charge

The MISO Ancillary Charge shall be the sum of the MISO ancillary-related costs for the hourly metered load for each hour of the applicable month, as calculated and settled with MISO.

VII. MISO Transmission Charges

The MISO Transmission Charge shall be the sum of the MISO transmission-related costs for the hourly metered load for each hour of the applicable month, as calculated and settled with MISO.

VIII. Power Factor Adjustment

The Consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted to correct for average power factors lower than 95% by increasing measured demand 1% for each 1% by which the average power factor is less than 95% lagging.

IX. Minimum Monthly Charge

The minimum monthly charge shall be the Demand Charge as set forth hereinabove, and this minimum monthly charge shall be payable for the full Term of this Agreement, regardless of Consumer's actual utilization of electrical energy supplied by Seller.

X. Use of Service

Electric service furnished under this rate shall not be used by the Consumer as standby, auxiliary, or supplementary service to engines or other prime movers, or to any other source of power. Consumer shall not resell any energy purchased under this rate.

XI. Terms of Payment

Payments of monthly bills are due within twenty (20) days of BUYER's receipt of same. In the event the current monthly bill is not paid within said twenty (20) days from the date of the bill, the thereby late amount shall be due and owing at an interest rate charge of 5% percent per annum.

XII. Excess Peak Demand

Service under this rate schedule shall not exceed 6.5 MW for any period during the Term. Any costs incurred by the Cooperative to provide service to Consumer in excess of 6.5 MW shall be passed through to Consumer pursuant to the Contract for Service.



JEFFERSON DAVIS ELECTRIC COOPERATIVE, INC.  
LOUISIANA TARIFF  
ISSUED: October 13, 1989  
REVISION: Original  
FCA-JD

SECTION II - Rate Schedules  
EFFECTIVE: October 13, 1989  
CANCELLING: N/A  
AUTHORITY: S.C. No. 88-CA-1719  
Page 1 of 1

### FUEL COST ADJUSTMENT CLAUSE

#### APPLICATION

This adjustment clause is applicable to electric service furnished under all rate schedules of the Cooperative.

#### FUEL COST ADJUSTMENT

There shall be added to each monthly bill for service an adjustment per kilowatt-hour (kWh) based upon the cost of fuel of its power supplier during the most recent calendar month for which actual costs are known. This adjustment per kWh, rounded to the nearest \$0.00001, will be determined as follows:

$$\text{Fuel Cost Adjustment (FCA)} = (F \times L) + S$$

- Where:
- F = Fuel cost per kWh purchased for its power supplier for the month.
  - L = The average system loss factor determined by dividing the system kWh purchases for the last 12 months by the system kWh sales for the same period.
  - S = An adjustment per kWh to correct for the variance in fuel cost and fuel recovery in previous periods. This value is determined by dividing the cumulative over-recovery or under-recovery of fuel costs by the system kWh sales for the last 12 months.

POWER COST ADJUSTMENT CLAUSE

I. APPLICATION

This adjustment clause is applicable to electric service furnished under all rate schedules of the Cooperative.

II. POWER COST ADJUSTMENT

There shall be added to each monthly bill for service an adjustment per kilowatt-hour (kWh) based upon the cost of power of its power supplier. This adjustment per kWh, rounded to the nearest \$0.00001, will be determined as follows:

$$\text{Power Cost Adjustment (PCA-JD)} = \text{FCA-JD} + \text{NFPA-JD} + \text{T}$$

Where: FCA-JD = Fuel Cost Adjustment per kWh determined monthly under Fuel Cost Adjustment Clause FCA-JD.

NFPA-JD = Non-Fuel Power Cost Adjustment per kWh determined annually as follows:

$$\text{NFPA-JD} = \frac{\text{NFPe}}{\text{KWhs}} - \text{PCb}$$

Where: NFPe is the Expected Non-Fuel Power Cost (net of EEDS), calculated in December of each year, for the subsequent calendar year.

KWhs is the total kWh sales of all schedules subject to PCA-JD during the previous twelve (12) month period.

PCb is the Power Cost amount of \$0.026861 included in the base rates.

T is an adjustment per kWh to correct for the variance in non-fuel power cost and recovery in previous periods. This value is determined by dividing the cumulative over-recovery or under-recovery of non-fuel power costs by the system kWh sales, net of EEDS sales, for the twelve (12) month period ending with the current month.