

LITTLE RIVER ELECTRIC COOPERATIVE, Inc

ABBEVILLE, SOUTH CAROLINA

SERVICE RULES AND REGULATIONS

Approved by Board of Directors April 24, 2016

Effective date of these rules and regs- May 1, 2016 unless otherwise note by *

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Foreword

In considering the mutual protection of both the Little River Electric Cooperative and the Member, and for the purpose of rendering an impartial and more satisfactory service, the Service Rules and Regulations of the Cooperative are hereby adopted to read as hereinafter set forth, the same being incorporated by reference in each contract or agreement for electric service.

Definitions

The Little River Electric Cooperative is referred to herein as the “Cooperative” and the user and prospective user is referred to as the “Member”.

100-Electric Service Availability

101-Application for Membership

Any person, firm, association, corporation, or public body desiring electric service shall sign a written application for Membership and pay a \$10.00 Membership fee together with any service security deposit and connection fee that may be required by the Cooperative. In this application, the Member shall agree to purchase from the Cooperative all electric energy used on the premises and to be bound by the Cooperative's Certificate of Incorporation and bylaws and all rules, regulations and rate schedules established pursuant thereto. Upon termination of Membership, Membership fee and deposit will be refunded or applied against any unpaid balance owed the Cooperative.

102-Service Security Deposits

Since an accumulation of unpaid bills would tend toward higher rates for all Members, the Cooperative may before commencement of service, or at any subsequent time, require a deposit that shall be an amount not more than the Member's estimated bill for two month's service.

All Members applying for service from the Cooperative will be required to pay a security deposit of \$200. Members may be required to pay a deposit of two months average usage. Ten dollars of the security deposit will be set aside as a Membership fee for any new applicant, who is not already a Member of the Cooperative. The security deposit will be applied to the Member's final bill and any remaining dollars will be refunded to the Member.

- A. An applicant for service who has previously established adequate credit history with the Cooperative or has an adequate credit rating with the Cooperative's credit bureau will only be required to pay a \$100 security deposit.
- B. An applicant for service who has previously established excellent credit history with the Cooperative or has an excellent credit rating with the Cooperative's credit bureau will only be required to pay a \$10 Membership fee if they are not a Member of the Cooperative.
- C. An applicant for service will be charged a connection fee which is a \$20 nonrefundable charge to recover a portion of the cost of establishing a new or additional service.

***Revised-September 20, 1993 and January 15, 1996 and January 20, 1997 and June 1, 2010 and April 24, 2016.**

103-Extension Policy

Applications for electric service will be classified into one of the following defined classifications and service will be extended accordingly:

Little River Electric Fee Schedule

FEE DESCRIPTION:

Membership Fee	10.00
Connect Fee	40.00
Deposit - Good Credit	0.00
Deposit - Adequate Credit	150.00
Deposit - Poor Credit	300.00
	Or 2x highest bill not to exceed 700.00
Reconnect Fee	40.00
Reconnect Fee (After Hours 4:00 - 8:00 PM)	80.00
Tampering Fee	First instance 250.00 Second or more 500.00
Service Charge	40.00
Service Charge (After Hours 4:00 - 8:00 PM)	80.00
Return Check Fee	30.00
CIAC (Contribution in Aid of Construction)- Temporary and Permanent Temporary Service OH/30'	No Charge

Temporary Service UG/10'	No Charge
Single Phase OH Secondary (Home/Business)	0.00 / After 300' of Primary
Single Phase OH Secondary (Barn, Well Pump, Electric Fence, Shop)	\$6.00 Per foot Cost estimated prepared/accepted
Single Phase OH Primary (Home/Business)	6.00/Ft after 300'
Single Phase OH Primary (Other)	6.00/Ft
Single Phase UG Secondary	7.00/Ft (8.00 in conduit)
Single Phase UG Primary	12.00/Ft (13.00 in conduit) Cost estimated prepared/accepted
Three Phase (Commercial or Personal Use)	Cost estimated prepared/accepted
Member requested change - (Service upgrade, move Cooperative equipment)	Cost estimated prepared/accepted
Four Man Crew Rate/Hr.	515.00
Four Man Crew Rate/Hr. (After Hours 4:00 - 8:00 PM)	775.00
Volunteer Fire Depts. 1 time \$5000.00 CIA fee waived per Board approval	

104-Installation Rules and Regulations

- A. When the Cooperative is installing underground facilities and due to rock conditions in the soil, as much as 5% of the trenching work cannot be accomplished by use of standard trenching machines, any excess cost occasioned by such conditions may be charged by the Cooperative to the owner or developer. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the owner or developer.

- B. When the Cooperative is installing underground facilities, the owner or developer will reimburse the Cooperative for cutting through and replacing pavement.**
- C. The owner or developer will furnish, without cost to the Cooperative, necessary easements and rights of way. The owner or developer will be required to have the rights of way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.**
- D. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer agreeing to pay to the Cooperative the estimated additional cost incurred thereby.**
- E. Shrubs, trees, grass, and sod requiring protection during the installation of electric facilities will be the responsibility of the owner or developer, and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damage. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.**

105-Standard Supply Voltages

One system of alternating current, 60 hertz, is supplied throughout the Cooperative's system.

The voltage, number of phases, and type of metering which will be supplied depends upon the Cooperative's facilities available and upon the character, size, and location of the load to be served. Therefore, the Member shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information should be in writing.

The standard secondary voltages described below are nominal and are subject to a plus or minus 5 percent variation.

Single phase, 2-wire, 120 volts

Single phase, 3-wire, 120/240 volts

Three phase, 120/208 volts

Three phase, 120/240 volts

Three phase, 277/480 volts

The standard primary voltages described below are nominal and are subject to a plus or minus 7 percent variation.

Single phase, two-wire, 7200 or 14,400 volts

106-Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any Member's equipment caused by any failure to supply electricity or any interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The Member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

Whatever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the Member. The Member to be affected by such interruptions shall, if practicable, be notified in advance.

107-Resale of Power

The contract is made, and electricity is sold and delivered upon the express condition that the Member shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm, or corporation, except where service is supplied under a contract specifically providing for resale.

The Member shall not use the Cooperative's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Member for use in conjunction with or as a supplement to the Cooperative's electric service, without the written consent of the Cooperative.

200-Service Connections, Member Wiring, Member Equipment

201-Service Connections

The Cooperative will furnish and install only one service drop to a metered point. The Member must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electric Safety Code and Cooperative's requirements.

The point of attachment furnished by the Member must be located at a point where the Cooperative facilities can be constructed at a reasonable cost, and in accordance with sound engineering practices.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the Member's building, central distribution point, or the electric power consumption measuring device on underground services.

All service facilities and equipment constructed and installed or furnished by the Cooperative shall remain the sole property of the Cooperative and shall not

become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

202-Temporary Service Poles

Temporary poles for attachment of service wires and metering equipment shall be furnished by Members, who have new buildings under construction or who are reconstructing a building.

The temporary service pole shall be constructed in accordance with the National Electric Safety Code and applicable Little Rive Electric Cooperative, Inc. specifications.

In addition to the normal meter base, the temporary service pole shall have a current protected service panel and necessary convenience outlets for use by the Member.

The temporary service pole shall not be used by the Member after the building has been occupied or the construction of the building has progressed to such a stage that the temporary service can be made permanent on the constructed building.

203-General Wiring Requirements

Each Member shall cause all premises receiving electric service pursuant to his Membership to become and remain wired in accordance with the specifications and requirements of the Cooperative, the National Electric Safety Code, and any requirements of local government agencies having jurisdiction over the premises. A separate ground wire of sufficient size shall extend from the service head running parallel with the service cable and shall be connected to the ground rod.

204-Metering Equipment

A. Electric Motors

The Cooperative should always be consulted on motor installations greater than 15 HP. The maximum permissible size depends upon the Member's location on the distribution system and the capacity of the circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltage supplied to other Members who receive service from the same circuits or transformers. It is therefore necessary that the Cooperative limit the amount of starting current which may be drawn by a motor.

All motors should be provided with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on each of the three phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to ensure that, on the failure of the supply voltage, the motor will be disconnected from the line.

The direction of the phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change of phase; therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against reversal or phase failure.

Where single phase primary voltage only is available, and a three-phase motor load is desirable, the Member has the option to purchase a phase converter apparatus and install and maintain it at his own expense. The Cooperative will advise the Member on specifications for such apparatus to be compatible with such motor load.

B. Electric Generators

Where auxiliary or breakdown service is installed by the Member, to provide emergency power, parallel operation of the Member's generating

equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

C. Electric Welders and Miscellaneous Devices

Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other Members. The Cooperative should be consulted before the purchase or installation of the equipment.

D. Member Responsibility

All such protection equipment shall be installed at the cost of the Member.

E. Multi-Phase Service

When multi-phase service is furnished, the Member will always maintain a reasonable balance of load between the phases.

205-Power Factor Corrections

The maintenance of high-power factor is of primary importance in the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the Member.

Where the over-all power factor of the Member's load is less than 85% lagging, the Cooperative may require the Member to install at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

300 - Rates on separate sheet

400-Metering

401-Power Theft

It shall be the policy of the Cooperative to prosecute to the limit of the law (SC Code Section 16-13-385) any Member who attempts to tamper or divert power by any means and to collect for any electricity obtained in this manner.

- A. The standard charge for unauthorized meter tampering or cutting of the meter seal shall be \$75.00.**
- B. Any Member found to be tampering with the electric meter will also be billed for the estimated KWH usage unmetered any the cost of any damages to the Cooperative's equipment.**
 - 1. Any meter tampering charges will be adjusted to the Member's monthly electric bill and subject to the Cooperative's disconnect policy.**
 - 2. If a person tampering with a meter is not a Member of the Cooperative, the debt will be collected in the same manner as a past due final bill.**

500-Billing

501-Discontinuance of Service

The Cooperative shall have the right to discontinue its service for repairs or other necessary work on its lines, or systems, or any other of the following reasons:

- 1. For any misrepresentation as to the identity of the Member entering the contract for service.**
- 2. For violation by the Member of any terms or conditions of the agreement between the Cooperative and the Member, or violation of any of these service regulations which are a part of said agreement.**
- 3. For the reason that the Member's use of the Cooperative's service is detrimental to the service of other Members.**

4. For the reason that the Member's use of the Cooperative's service conflicts with, or violates orders, ordinances of law of the State or any subdivision thereof, or of the Commission having regulatory powers.
5. For the reason that wiring, equipment, appliance, or device is installed or in use on the Member's premises, which permits the electricity to be used without passing through the Cooperative's meter, or which prevents, or interferes with the measuring of the electricity of the Cooperative's meter.
6. For the nonpayment of any bill, when due, for service rendered either at the existing location of the Member or at any former location.
7. Upon failure or refusal of the Member to make, restore or increase his deposit as required.

Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Cooperative to remove its meter, apparatus, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Cooperative to exercise its rights to discontinue service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Cooperative of such right so long as any default in whole or in part or breach of contract on the part of the Member shall continue, and whenever and as often as any default or breach of contract shall occur.

Collecting and Disconnecting for Failure to Pay

Members whose accounts remain not paid after the due date shall be visited for collection of amounts and a \$40 collection fee added to each such account. If payment is not made at the time of visit, the account shall be disconnected.

All such accounts disconnected for failure to pay the bill when due shall be required to pay an additional \$40 reconnection fee (\$80 total) prior to

reconnection. This fee shall be applicable for reconnection made during normal working hours only. After hours reconnections will be assessed an additional \$40 (\$120 total).

502-Termination of Service in Extreme Weather and to Special Needs

Members due to Nonpayment

- I. **Termination of Residential Service During Extreme Weather-** On any day when, as of 8:00 a.m., the National Weather Service forecasts temperatures in the Cooperative's territory below 32 degrees Fahrenheit or above 97 degrees Fahrenheit, no termination of residential service may take place.

- II. **Qualification as a Special Needs Account Member-** "Special needs account Member" means the account of a residential Member where the Member can furnish to the electric Cooperative a certificate in the form of the document attached to this policy as "Attachment A" and signed by a licensed health care provider stating that termination of electric service would be dangerous to the health of the Member or a person residing in the Member's household at the premises to which electric service is rendered. "Licensed health care provider" means a licensed medical doctor, physician's assistant, nurse practitioner, or advanced-practice registered nurse. Such a form shall be valid for sixty days following the date of the licensed health care provider's signature. Upon the form's expiration, the Member must submit a new form to retain qualification as a special needs account Member.

- III. **Initial Notice to Special Needs Account Members of Termination Due to Nonpayment**

The Cooperative may terminate service to a special needs account Member for nonpayment of a delinquent account. “Delinquent Account” means an account for residential service that remains unpaid for at least 30 days after the bill is rendered. The exact due date shall be printed on the face of the bill. The Cooperative will not terminate service to any special needs account Member due to nonpayment unless written notice is delivered by mail or hand delivery. The written notice must contain:

- A. The Cooperative’s statement of termination policy.**
- B. An identification of the customer and service account affected by the proposed termination.**
- C. A statement of reasons for termination.**
- D. The date of proposed termination.**
- E. The amount of the reconnection fee.**
- F. A summary of rights and remedies, including procedure to dispute the termination notice, provisions relating to special needs account Members described below, and sources of financial assistance.**
- G. Instructions on how service can be restored.**

IV. Investigation and Special Payment Arrangement Plans for Special Needs Account Members

Immediately after initial notice of termination is served on a special needs account Member, a Cooperative customer service representative will attempt to contact that Member to ascertain the medical status of the Member or the relevant person residing in that Member's household. The Cooperative may deviate from its policy on termination of service due to nonpayment for special needs account Members at this time.

When a special needs account Member cannot pay a bill in full, the Cooperative may continue to serve the Member if the Member has a satisfactory payment history and the Member and the Cooperative can agree on a reasonable portion of the outstanding bill to be paid immediately and the manner in which the balance shall be paid. In determining if a special needs account Member has a satisfactory payment history, the Cooperative will consider the Member's entire payment history. In deciding on the reasonableness of a particular agreement, the Cooperative shall take into account the Member's ability to pay, the size of the unpaid balance, the Member's payment history, the amount of time, and reasons why the debt is outstanding. If the Member fails to make the payment agreed upon by the date that it is due, the Cooperative may, but is not obligated to, enter into a second such agreement.

V. Final Notice to Special Needs Account Members Prior to and at the Time of Termination

A. If the Cooperative and the special needs account Member do not agree to a payment arrangement plan within ten days of service of

the initial notice of termination, a second and final notice will be served by hand delivery or posted upon the premises in a place conspicuous to the Member at least 24 hours prior to the date of the proposed termination.

- B. The Cooperative may terminate electric services upon serving the final written notice 24 hours prior to the proposed termination date when a special needs account Member remits an insufficient funds check as payment to the Cooperative after receiving the notice of termination or breaches a payment agreement.
- C. Prior to termination of service, the Cooperative will make an attempt to contact the special needs account Member, either in person or by telephone, to apprise the Member of the proposed action. If telephone or personal contact is not made, the Cooperative employee shall leave notice in a place conspicuous to the Member that service will be terminated on the next business day unless the delinquent charges have been paid.

VI. Post-Termination for Nonpayment Notice to Special Needs Account Members

When service is terminated, the Cooperative employee terminating service shall leave a post-termination notice upon the premises in a place conspicuous to the special needs account Member that service has been terminated. This post-termination notice shall provide the address and telephone number of the Cooperative where the Member may arrange to have service restored. The Cooperative shall have personnel available after the time of termination and during normal business hours authorized to

reconnect service if the conditions cited as grounds for termination are corrected to the Cooperative's satisfaction and upon payment of any reconnection charge specified.

VII. Termination Notice to Special Needs Account Members for Nonpayment-When Prohibited

A notice of termination of service will not be issued for nonpayment of a delinquent account if the entire amount is disputed by the special needs account Member and the Member is currently negotiating the dispute with the Cooperative. A Cooperative may, however, issue a notice of termination of service with respect to that portion of any delinquent account which is not disputed by the Member.

VIII. Time of Termination of Service to Special Needs Account Members

Service to a special needs account Member shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Cooperative are not available to the general public for the purpose of reconnecting terminated service. Service may be terminated only between the hours of 8:00 a.m. and 3:00 p.m.

IX. Method of Termination of Service to Special Needs Account Members

A. Actual termination may not take place until 24 hours after service of final notice to the special needs account Member.

- B. The Cooperative's employees shall attempt to inform the occupant of the affected residence that service is to be discontinued. The employee shall present the occupant with a statement of charges due and shall request verification that the delinquent charges have not been paid or are not subject to a dispute previously registered with the Cooperative. Upon presentation of evidence, which reasonably indicates that the charge has been paid or is subject to a dispute previously registered with the Cooperative, service shall not be terminated.**

- C. The employee shall be authorized to accept payment. If payment in full of all delinquent charges is tendered, service shall not be terminated.**

- D. Payment may be tendered in any reasonable manner including personal check. Payment by personal check is not reasonable if the customer has paid the utility with checks returned for insufficient funds twice or more within the previous two years.**

- E. Before termination, a Cooperative employee will leave at the Member's residence the following list of local social service agencies that the Member may contact to determine the availability of public or private assistance with the payment of electric bills: (list agencies and contact information).**

- F. If no special arrangement plan agreement is reached or the account is not paid in full prior to the time set out in the notice, service will be disconnected.**

X. Reconnect Charges for Special Needs Account Members

- A. To have a service reconnected, all delinquent charges must be paid up to the disconnected reading, as well as a reconnect fee. The reconnect fee is \$40.00 during working hours and \$80.00 after working hours.**

- C. The Cooperative may also require a deposit to guarantee payment of any future bills.**

XI. Emergency Disconnects

Notwithstanding the procedures contained in this policy, the Cooperative may terminate service to any customer without prior notice if it determines that a condition immediately dangerous or hazardous to life, physical safety, or property exists.

(Attachment A)

Little River Electric Cooperative, Inc.
Special Needs Account Member Certification

Member Name _____

Member Address _____

Member Telephone Number _____

I hereby certify that termination of residential electric service to the above-referenced Member of _____ Electric Cooperative, Inc., would be dangerous to the health of the Member or a person residing in the Member's household at the premises to which electric service is rendered.

I understand that this certification expires sixty days from the date of my signature below.

Licensed Health Care Provider's Signature _____

Today's Date _____

Licensed Health Care Provider's Name (Please Print) _____

Licensed Health Care Provider's Address _____

Licensed Health Care Provider's Telephone Number _____

503-Checks Returned by a Bank

Any check used for payment to the Cooperative which is returned by a bank shall institute a \$30 charge, which will be payable along with reimbursement of the returned check within 5 banking days of notification of the return.

- A. The charge will be waived upon notification, from a bank, that the returned check was due to an error of the bank.**
- B. In the event a returned check is not reimbursed within 5 banking days, the Cooperative will discontinue service to the meter and the account will be subject to applicable reconnect fees.**

504-Bill Collection Stations

In the past, the Cooperative established bill collection stations throughout the service territory in which Members were allowed to pay their electric bill before the due date each month.

- A. No new pay stations or transfers of established stations will be allowed after December 17, 1990.**
- B. Pay stations collecting fewer than 50 payments per month, submitting checks which are returned for insufficient funds, submitting payments after the due date, or creating sufficient Member complaints, will be eliminated by a majority vote of the Board of Directors.**

601-Member to Grant Easements to Cooperative if Required

Each Member shall, upon being requested so to do by the Cooperative, execute and deliver to the Cooperative grants of easement or right of way over, on, and under such lands owned by the Member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other Members or for the construction, operation, maintenance, or relocation of the Cooperative's electric facilities.

The Cooperative may change the location of the right of way upon request of the Member and may require the Member to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Cooperative's service, either to the Member requesting the change, or to any other Member or Members. All privileges of the Cooperative incident to the original location shall apply to the new location.

The obligation of the Cooperative to supply service is dependent upon the Cooperative securing and retaining all necessary rights-of-way, privileges, franchises, or permits, for the delivery of such service, and the Cooperative shall not be liable to the Member for any failure to deliver service because of the Cooperative's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

602-Access to Member's Premises

The Cooperative shall at all reasonable times have the right of ingress to and egress from the premises of the Member, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

801-General Conditions for Membership Withdrawal

A Member may voluntarily withdraw in good standing from Membership upon compliance with the generally applicable conditions set forth following:

- A. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his Membership obligations, all as of the effective date of withdrawal; and either**
 - 1. Removal to other premises not furnished service by the Cooperative;**
or
 - 2. Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his Membership.**

Upon such withdrawal, the Member shall be entitled to refund of his Membership fee and of any service security deposit then held by the Cooperative.