

GRAND VALLEY POWER  
GENERAL RULES AND REGULATIONS

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**Application for Service**

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- A. A consumer may be required to sign an application for electric service before service is supplied on Grand Valley Power's (AKA the Cooperative's) standard form. The Cooperative may also require the applicant to sign a contract where the requirements exceed the Cooperative's standard tariff. In the event, however, that such application is not signed, the use of electric service will constitute an agreement under which the consumer receives electric service and agrees to pay the Cooperative therefore in accordance with the applicable rates, rules and regulations. The benefits and obligations of the agreement for service may not be assigned without written consent of the Cooperative. A separate agreement will be made for each class of service at each separate location.
- B. Applicants for service will not be required, in any event, to become a member or shareholder of the Cooperative.

**Consumer Deposits**

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The Cooperative reserves the right to require a deposit, which may be in the form of cash, a letter of credit from a local financial institution, or a surety bond, the purpose of which will be to guarantee payment of "all" present or future amounts which may be or become owed to the Cooperative. Such deposit will be in the amount of an estimated ninety (90) days bill. This deposit will not be construed to be either an advance payment or a partial payment of any bill for services rendered or electric energy consumed. It may be applied against unpaid bills only in the event service is discontinued. Consumer grants the Cooperative a security interest in the deposit to secure payment of consumer's indebtedness to the Cooperative including future advances by the Cooperative for services and electric energy.

- A. **Residential Class Consumer Deposits** will be subject to the following operational procedures:
  - 1. A deposit will be required prior to connect of a residential service where the applicant has an unacceptable credit history as determined by reporting agency.
  - 2. **(Non-Payment Disconnect / Unpaid Balance)** A deposit will not be required of a residential consumer disconnected for non-payment if reconnected at the same service location within thirty (30) days from the date of disconnect, but prior to reconnect will be required to pay all fees and reconnect charges, current amounts due, amounts past due, and kilowatt-hour charges for usage from the meter reading of the last billing period to the reading at the time of disconnect.

A deposit will be required of a residential consumer disconnected for non-payment who requests reconnect after thirty (30) days from the date of disconnect or of a consumer with a former account with an unpaid balance of more than thirty (30) days where said account was disconnected at the consumer's request or by the Cooperative. In addition, the consumer will be required to pay all fees and reconnect charges, current amounts due, amounts past due, and kilowatt-hour charges for usage from the meter reading of the last billing period to the reading at the time of disconnect.

3. **(Subterfuge)** A deposit will be required to connect or reconnect a residential service where the consumer is or has engaged in or benefited from service to other consumers where payments are past due, service has been disconnected for non-payment and remains disconnected with an unpaid balance, or service was the object of theft or diversion. Also, all fees and charges, and all billing amounts relative to said service affected by such acts will be paid in full prior to connect of another service or reconnect of the affected service.

The Cooperative may grant an exception to persons of victim status as determined by the Cooperative.

4. **(Theft or Diversion)** A deposit will be required of all consumers: new, former, or existing, where service was disconnected or there was cause to disconnect resulting from theft or diversion. Also, all fees, charges, and billing amounts relative to said disconnected service or service affected by such acts will be paid in full prior to connect of another service or reconnect of affected service.

B. **Other Classifications Consumer Deposits** will be subject to the following operational procedures:

1. All accounts disconnected for non-payment will be required to post a deposit in order to be reconnected.
2. All accounts with an unacceptable credit history as determined by reporting agency will be required to post a deposit.
3. All accounts filing bankruptcy that include the Cooperative as a creditor with unpaid pre-petition balances due will be required to post a deposit in order to continue receiving electric service.

C. Cash deposits may be paid in not more than three approximately equal installments. If installments are elected, the first is due at time of reconnection/continuation of electric service. Second or third installments will appear on the subsequent monthly billing(s). The minimum installment amount will be \$25.00.

The installment amount(s) plus the current month's billing must be received in the Cooperative's office on or before the due date shown on the subsequent monthly billing card(s). Bills are mailed monthly and are due fifteen (15) days after mailing. Failure to receive a bill will not relieve the consumer of his/her obligations.

Breach of the deposit installment arrangement terms will subject the consumer to discontinuance of service under the Cooperative's rules and regulations.

- D. Deposits will be refunded as a credit to the consumer's account on the first billing cycle after the account has established twelve (12) consecutive months of satisfactory credit history. Any resulting credit balance on the account receiving the deposit refund may be refunded by check disbursement to the consumer on the next normal disbursement date upon demand.
- E. All deposits will bear .34 % simple interest per annum for the period held by the Cooperative. Interest will be payable annually or upon the return of the deposit to the consumer's account.

### **Meter Reading and Monthly Bills**

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The Cooperative electronically records consumers' meter readings monthly except those meters that are inaccessible for reasons of equipment, communications, weather or location. Bills for electric service are deferred approximately seven (7) days after the period of usage and rendered monthly. All bills are due upon receipt and become delinquent after fifteen (15) days from date of bill. Failure to receive a bill does not exempt the consumer from payment of the bill. In the event a consumer's meter cannot be read, an estimated bill will be rendered based upon the actual usage of the most recent previous period. When an actual meter reading is available, the consumer's bill will be adjusted to the actual usage for the period estimated.

Consumers who elect to opt out of the Cooperative's standard metering infrastructure will be assessed a Nonstandard Meter Service fee of \$22.50 per month to cover the cost incurred to read the meter.

All meters will be read by the Cooperative at the time of consumer connection and disconnection. The Cooperative, in addition, reserves the right to read any consumer's meter for any applicable purpose at any reasonable time.

If a consumer disputes the correctness of any bill, the Cooperative will immediately investigate the complaint. However, such disputes of a bill will not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Cooperative will provide the proper adjustment to the consumer's account.

### **Returned Payment**

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The Cooperative will, upon the return of consumer's unpaid checks; return of an electronic bill payment because of insufficient funds, no account or other reasons; assess a charge of

\$20.00 to the consumer for each occurrence or for resubmitting a request for electronic payment.

### **Service Connection/Transfer Charge**

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For each service connection or transfer during normal working hours (Monday through Friday, 8:00 a.m. to 4:30 p.m., except holidays), the Cooperative will charge the consumer a \$20.00 fee. In the event a consumer demands a meter connection after normal working hours, a \$80.00 fee will be charged.

### **Cut-Off Notice Charge**

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The Cooperative will charge a \$10.00 fee to any account for which a cut-off notice is generated. A cut-off notice will be generated when the consumer has failed to make adequate payment to prevent discontinuance of service after the required 10-day notification and the second attempt of notification, a phone call to the consumer's phone number of record on the account, has occurred.

### **Complaints**

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The Cooperative will make a full and prompt investigation of all complaints made to it by its consumers. The Cooperative will keep a record of all written complaints received that will show the name and address of the complainant, the date and character of the complaint and the adjustment or disposal made thereof.

### **Measurement of Service**

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The Cooperative will provide, own, and maintain suitable metering and other equipment necessary for measuring the electric service supplied to the consumer. Each class of electric service supplied will be metered and billed separately. All service to a consumer under one applicable rate will be measured by a single meter, and meter readings will not be combined for billing purposes. An exception to this rule would apply when the Cooperative, for research purposes, may want to separately meter certain types of electrical apparatus. Adjoining properties may be combined on a single meter at the consumer's expense and served as a single consumer where such properties are controlled, occupied, and used for farm, home or commercial purposes by a single enterprise engaged in the pursuit of a single business. Service to the same person at different premises will be considered as service to separate consumers and will be metered and billed separately.

### **Discontinuance of Service at Consumer's Request**

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A consumer wishing to discontinue service should give at least one (1) day notice to the Cooperative to that effect, unless otherwise specified in the rate of contract applicable, to allow time for final meter reading and disconnection of service. Where such notice is not received by the Cooperative, the consumer will be liable for service until the final reading of the meter. Notice to discontinue service will not relieve a consumer from any minimum or guaranteed payment under any contract or applicable rate.

The Cooperative may discontinue its electric service to a consumer upon not less than ten (10) days written notice, as noticed on the consumer's monthly bill or by mailed letter, for the following reasons:

1. If the consumer fails to pay for electric service rendered when due, and in accordance with the rules, regulations, terms or conditions of the Cooperative.
2. If the consumer fails to comply with the Cooperative's rules and regulations, terms or conditions after due notice of such failure is given by the Cooperative and reasonable time is allowed for compliance.
3. If, in the judgment of the Cooperative, the consumers' use of service is detrimental to the electric service being furnished by the Cooperative to other consumers in the immediate vicinity or supplied from the same distribution system.

When service has been discontinued, as stated previously, or a serviceman has collected balance at property, the consumer will be charged \$60.00 for the trip charge. The Cooperative will have a reasonable time, but not more than twenty-four (24) hours after elimination by consumer of cause for discontinuance, within which to reconnect service. Cooperative will require consumer to pay, in addition to any other charges due, a charge of \$75.00 during the Cooperative's normal working hours (8 A.M. - 4:30 P.M.) and \$125.00 after the Cooperative's normal working hours.

The Cooperative may discontinue its electric service without notice:

1. If in the judgment of the Cooperative, the condition or installation of any part of the consumer's lines, apparatus, or appliances is found to be dangerous to life, health or safety of any person.
2. If the consumer or anyone connected with him or anyone with his knowledge or consent has violated any of the ordinances, statutes, or other lawful regulations of properly constituted authorities applicable to his electric service. The Cooperative does not assume responsibility and will not be held responsible for ascertaining such conditions.
3. If any electric consumer devices are connected on the line side of the Cooperative's meter, or if connections, devices, or alterations of any kind are found installed on the premises of consumer that would prevent the meter from registering the total amount of electricity used.
4. Delinquency in payment for service rendered to a previous occupant of the premises to be served and unpaid charges for service or facilities not ordered by the present or prospective consumers will not constitute a sufficient cause for refusal of service to a present or prospective consumer; however, the utility may decline to furnish service at the same premises for the use of a

delinquent consumer by subterfuge in any manner. Subterfuge includes, but is not restricted to, an application for service at a given location in the name of another party by an applicant whose account is delinquent and who continues to reside at the premises.

The Cooperative will reconnect service within twenty-four (24) hours after remedy by consumer of the cause for discontinuance of service and payment to the Cooperative of all charges due, together with an additional charge of \$75.00 during the Cooperative's normal working hours (8 a.m. – 4:30 p.m.) and \$125.00 after the Cooperative's normal work hours.

When notification of consumer with regard to discontinuance of service is required, the Cooperative will attempt to notify consumer of impending discontinuance of service in accordance with the following procedures:

1. INITIAL 10-DAY NOTICE - Will be mailed by first class mail, postage paid, or delivered at least ten (10) days in advance of the proposed termination date. Such notice will be mailed or delivered to the last known address of the consumer as shown in Cooperative records. In the event consumer previously has executed a third-party notification form indicating a third party to whom notice of discontinuance of termination is to be sent, written notice also will be mailed by first class mail, postage paid, or delivered at least ten (10) days in advance of the proposed termination date, to said third party. Failure to receive any notice by a consumer, his legally authorized representative or a designated third party will not be sufficient reason for withholding any payment or avoiding discontinuance of service. Responsibility of Cooperative with regard to notification will be limited to deposit of the notification document or other document, mailed first class, postage paid in the United States mails, or physically delivered to the service location of the addressee, as last shown in Cooperative records, and does not necessarily include physical receipt by the addressee. When a consumer elects to receive his bill electronically, paper billing statements via first class mail will stop. Therefore, the delivery of an electronic bill to the electronic record on file with the Cooperative, indicating that the account is delinquent and subject to disconnect, will constitute the initial ten (10) day notice.

In situations involving permanent residents in multi-unit dwellings known by the utility to exist, where the utility service for the entire dwelling is recorded on a single meter, the Cooperative will give notice of discontinuance in accordance with the procedures set forth for Initial 10-Day Notice or Second Attempt Notification set forth in the rules and regulations, to party responsible for payment, and will also post a notice of intent to discontinue service in a common area of the multi-unit dwelling at least twenty-four (24) hours prior to discontinuance of service. Such notice will inform residents that notice of discontinuance has been sent to the party responsible for payment of energy bills, that the multi-unit dwelling is scheduled for discontinuance of

service, the date service is scheduled for discontinuance, and advisement that the party responsible for payment should be contacted by residents in the event further information is desired.

At a minimum, the initial 10-day notice will advise the consumer:

- a) What particular rule has been violated for which service that will be discontinued.
- b) Of account status, including the date notice was sent, account number, service location, amount due and date by which sufficient payment must be received by the Cooperative or installment plan implemented to avoid discontinuance of service.
- c) How to contact the Cooperative to resolve any dispute with respect to any amount owed or date due and/or with respect to violation of any rule, regulation, term or condition and the date by which remedy must be made to avoid discontinuance of service. In the case of actual disconnect before restoration of service, the Cooperative may require consumer to post a deposit in accordance with the Cooperative's rules and regulations.
- d) That the consumer may avoid discontinuance of service by paying the amount due less the current month's bill prior to the disconnection date. (Current bill means that portion of the bill which is not thirty (30) days or more past due.)
- e) That in the event the consumer is unable to pay for service as regularly billed by the utility or is able to pay for such service but only in reasonable installments and there is a medical certificate meeting Cooperative standards delivered to the Cooperative prior to scheduled date of discontinuance of service as stated in notice, that there will not be discontinuance of service for sixty days from the date of the medical certification with a possible thirty-day extension upon delivery to the Cooperative of a second such medical certificate and provided that in each case the current bill is paid on or before delivery of such medical certificate(s) and provided that in each case subsequent bills are paid when due.

An installment plan must be entered into prior to the expiration date of the medical certificate(s), to retire the noncurrent account balance.

A medical certificate will meet Cooperative standards if: a physician licensed by the State of Colorado makes a certification thereof in writing that the termination of electric service specifically would aggravate an existing medical condition or create a medical emergency for the consumer or a permanent resident of the consumer's household, it is dated and signed by said physician, it states the name



of the party with the medical condition and the street address at which said party resides, and said certification is received by the Cooperative prior to the scheduled date of discontinuance. A residential consumer may invoke the provisions of this section no more than once during any period of twelve consecutive months.

- f) That the Cooperative reserves the right to require payment for energy used since the last billing date and through the meter reading as of the date of discontinuance and may require consumer to post a deposit in accordance with the Cooperative's rules and regulations.

The notice of discontinuance will be conspicuous in nature and in easily understood language. The heading will contain at a minimum the following words in English:

1. This is a final warning of discontinuance of electric utility service and contains important information involving your legal rights and remedies.
2. The heading will also contain the same warning written in Spanish, with an additional sentence at the end of the warning stating in Spanish:
  - a. If you do not read English, you should request someone who understands Spanish and English to translate this notice for you.
2. SECOND ATTEMPT NOTIFICATION – The Cooperative will make a reasonable effort to give notice by telephone of the proposed discontinuance both to the residential consumer (or to a resident of the consumer's household) and to any third party who is listed by the consumer on a third-party notification form, preceding the date of the scheduled discontinuance, in cases where written notification of discontinuance was required. Such attempts will be construed to be only courtesy attempts to inform consumer that discontinuance of service is imminent. Failure to make personal contact within the procedures set forth under Second Attempt Notification above will not in any way limit the Cooperative's right to discontinue service in accordance with its ten (10) day written notification procedure set forth previously. Second attempt notification will not apply in cases where in the judgment of the Cooperative it appears the service location scheduled for discontinuance is vacant.

The Cooperative will not discontinue electric service:

1. If all non-current amounts are being paid when due. (Non-current means that portion of the bill which is thirty (30) days or more past due.)

2. Between 12 noon on Friday and 8:00 a.m. the following Monday, or between 12 noon on the day prior to and 8:00 a.m. on the day following any federal holiday or utility observed holiday.
3. In the event consumer at any time proffers full payment of any utility bill by cash or bona fide check to a utility service representative or field employee. The provision herein will not preclude the utility, by tariff, rule and rate, from making a reasonable charge for a service call.
4. During any period when termination of service would aggravate an existing medical condition or create a medical emergency for the consumer or a permanent resident of the consumer's household, provided that the Cooperative has been advised of such condition prior to the date of discontinuance by consumer or a permanent member of consumer's household and in accordance with the standards set forth for medical certificates previously in these rules and regulations.

### **Idle Services**

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In order for GVP-owned electric facilities to remain on any premises serving any class of electric service, the owner of such premises or any other interested party must pay the applicable Grid Connectivity Charge or applicable monthly service charge per current GVP tariffs.

If electric service is terminated and the applicable Grid Connectivity Charges are not paid for a period greater than three (3) years, GVP may, at its option, retire or remove the electric service facilities. If the electric service is retired or removed and the owner or any other interested party wishes the facilities reinstalled at a later date, such reinstallation will be made pursuant to the terms and conditions of the current GVP Line Extension Policy.

When electric service facilities become idle to any premises for a period greater than three (3) years, the owner may be advised in writing at the owner's last known address that the service and associated facilities are subject to retirement or removal. If the owner or any other interested party wishes to have the electric facilities remain available, they may:

1. Reconnect the service and pay all applicable monthly Grid Connectivity, energy, and demand charges per current GVP tariffs, or;
2. Pay only the applicable monthly Grid Connectivity Charges in lieu of reconnecting the service.

If the owner or any other interested party chooses to reconnect the service or pay the Grid Connectivity Charges without reconnecting, the Grid Connectivity Charges must be paid for a minimum of eighteen (18) continuous months to avoid being subject to retirement or removal.

Neither GVP nor any GVP consumer will be liable to the other for any act, omission, delay, or failure caused by circumstances beyond the reasonable control of the party experiencing such act, omission, delay, or failure, including, but not limited to:

1. Acts of God, unusually severe weather conditions (including, but not limited to, floods, freezes, blizzards, hurricanes, tornadoes, earthquakes, mudslides, lightning and the like), war or riot or insurrection, requirements or actions or failures to act by governmental authorities preventing or delaying performance, accidents, litigation, fire, acts of terrorism, or of the public enemy, sabotage, civil disturbance or unrest, strikes and labor disputes, or;
2. Damage or breakdown of necessary facilities or equipment, or;
3. Performance under the Electric Service Agreement being curtailed or shut off when GVP follows any laws, Tariffs, Rules, Regulations, and direction of any lawful authority, including those involving priorities, allocations, or restrictions of materials and furnishing of electric service now or hereafter promulgated by any lawful authority.

(Such causes being referred to as Force Majeure).

**Diversion of Electric Energy**

The existence of electric energy consumer devices installed ahead of the meter or any tampering or interfering with wires, devices, or equipment connected to the Cooperative's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) that will permit or make possible the use of electric energy without its proper registration on the Cooperative's meter will constitute prima facie evidence of diversion of electric energy by the consumer in whose name service is being rendered, or by the person benefitting from the use of such diverted energy. In the event that a Cooperative check meter registers more electric energy in the same interval of time than does the meter installed at consumer's premises after such meter will have been tested and found to be registering within the limits of accuracy prescribed by the Public Utilities Commission of the State of Colorado, such fact will also constitute prima facie evidence of diversion of electric energy.

In such instances, the Cooperative will, in any reasonable manner, compute the amount of diverted electric energy and will have the right to enter consumer's premises and make an actual count of all electric energy consuming devices to aid in such computation. Where the Cooperative is unable to make such count, the computation will be based on any other available information or estimated. Such computation will be made for the period beginning with the date on which consumer began using electric energy at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased. Bills for electric energy diverted, based upon the aforesaid computation, under the applicable rate effective during the period

of diversion, plus a tampering charge of \$300.00, will be due and payable upon presentation.

If service has been discontinued for diversion of electric energy, the Cooperative will not render service to consumer, or to any other person for consumer's use, at the same or any other location until:

1. Consumer has paid all bills as set forth preceding, and
2. Consumer has paid to the Cooperative the installation cost of, or has had installed at consumer's expense, such entrance and service equipment as is necessary to prevent further diversion of electric energy.

The foregoing rules pertaining to diversion of electric energy are not in any way intended to affect or modify any action or prosecution under the statutes of the State of Colorado.

### **Shortage of Electric Supply**

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In case of an emergency causing a shortage of supply, the Cooperative will have the right to grant preference to that service which, in its opinion, is most essential to the public welfare.

### **Easements**

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A contract for electric service, or receipt of service by consumer, will be construed as an agreement granting to the Cooperative an easement for electric lines, wires, conduits, and other equipment of the Cooperative necessary to render service to consumer. If requested by the Cooperative, consumer, before service is connected, will execute the Cooperative's standard form of right-of-way agreement, granting to the Cooperative at no expense therefore, satisfactory easements for suitable location of the Cooperative's wires, conduits, poles, transformers, metering equipment, and other appurtenances on or across lands owned or controlled by consumer, and will furnish space and shelter satisfactory to the Cooperative for all apparatus of the Cooperative located on consumer's premises. In the event that consumer will divide premises by sale in such manner that one part will be isolated from streets or alleys where the Cooperative's electric lines are accessible, consumer will grant or reserve an easement for electric service over part having access to electric lines for the benefit of the isolated part.

### **Vegetation Management**

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Consumer will not plant plants or trees that have the potential to grow into lines under or adjacent to the cooperative's overhead powerlines. Any such planted vegetation or that which grows involuntarily is subject to the cooperative's Vegetation Management Guidelines and may be trimmed or removed without notice.

## **Access for Cooperative's Employees**

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The consumer will provide access to their premises at all reasonable times for authorized employees of the cooperative for any proper purposes incidental to the supplying of electric service including but not limited to enforcement of the cooperative's Vegetation Management Guidelines.

## **Foreign Electric Energy**

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The Cooperative's rates are based upon exclusive use of its electric service by the consumer. No other source of electric energy will be connected to any installation attached to the Cooperative's electric distribution systems except that during periods of emergency when the Cooperative's electrical service is interrupted; the installation of consumer's standby power source is permissible providing consumer has installed suitable switching to prevent consumer's power source from energizing Cooperative's electric system.

## **Resale of Electric Energy**

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Electric service supplied by the Cooperative is for the exclusive use of the consumer. Consequently, the consumer will not be permitted by sub metering, prorating, or any other means to determine a quantity of electric energy and resell the same as such to any other person or persons on the consumer's premises or for use on any other premises. The sale of energy by a consumer, where electric service purchased from the Cooperative is the source used for the production of such energy for sale, will be construed as a resale of the electric energy and is not permitted. The Cooperative reserves the right to refuse to furnish electric service to any consumer where the purchase of such service is for the purpose of resale by consumer to others. In the event electric energy is resold in conflict herewith, the Cooperative will have the right, at its option, either to discontinue service to consumer, or to furnish service directly to the sub-consumer.

## **Consumer's Installation**

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Before purchasing equipment or beginning construction of a proposed installation, the consumer will be expected to confer with the Cooperative to determine if the type of service capacity and voltage desired by the consumer is available; to determine if extensions of, or additions to, the Cooperative's facilities will be required; and to secure definite location of the point of delivery (i.e., point where the Cooperative's electric facilities will connect to those of the consumer). Before the consumer makes any additions to or alterations of existing installations that will materially affect the amount of service required, or which may require change in the type of service or the point of delivery, the Cooperative must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Cooperative may first determine if the service is available and, if so, that the necessary changes in the Cooperative's facilities may be arranged for and completed.

A line extension engineering fee will be charged for any primary voltage power line extensions requested by customers and must be paid before any engineering work begins. A fee of \$200.00 will be used by the utility for the design and planning of the infrastructure

extension needed to reach a new location. This fee covers costs associated with surveying, mapping, and engineering the necessary adjustments or additions to the existing electrical utility lines. The line extension is required to service new construction and businesses in areas not previously connected to the utility network. The engineering fee is non-refundable but will be credited towards the project costs for up to three years. If the line extension is not constructed or activity has not taken place regarding the line extension within three years of the fee payment date, the customer will lose the fee, and any line extension thereafter will require paying a new line extension engineering fee.

All wiring and electrical equipment on the consumer's side of the point of delivery will be furnished, installed and maintained at all times by the consumer in conformity with good electrical practice and with the requirements of the National Electrical Code, the National Electrical Safety Code, and municipal or other local electric wiring ordinances, and in accordance with the Cooperative's rules and regulations.

The consumer will furnish and install the meter loop and service entrance equipment whether it is on the Cooperative's meter pole or consumer's meter pole, house or other structure. The meter loop consists of the conductor, conduit (when required), weather head and associated hardware from the Cooperative's point of attachment down to the meter base. The meter base will be furnished by the Cooperative but installed by the consumer as part of the meter loop. The service entrance includes the main switch or disconnect and/or distribution panel and all wiring from the meter base to the switch or panel.

The installation, including the meter loop, service entrance equipment and all wiring on the premise, may be done by the owner or by a licensed electrician. In either case, it must be inspected and approved by the State Electrical Inspector before the Cooperative can install a meter and render service.

Except as otherwise provided in these rules and regulations, any overhead or underground distribution lines required beyond the point of delivery will be installed, owned, operated and maintained by the consumer. In such cases, electric energy will be metered at a location designated by the Cooperative, which location may be at a point other than the point of delivery. The consumer will provide, install, operate and maintain such protective devices as specified and approved by the Cooperative through which connection is made to the Cooperative's distribution system.

### **Space for Transformers and Other Facilities**

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The consumer, at the request of the Cooperative, will furnish and maintain indoor or underground space and facilities for the installation of the Cooperative's transformers and other equipment in those cases where this type of installation is required or requested by the consumer.

### **Special Apparatus of Consumer**

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The consumer will, in every case, confer with the Cooperative before any special apparatus or any apparatus requiring extremely close voltage regulation is connected. In the event

that any equipment is connected to the Cooperative's lines, the operation of which impairs service to other consumers, the Cooperative reserves the right to require correction of the condition by the consumer. The Cooperative may refuse or discontinue service to such equipment until such condition is corrected by the consumer. In certain circumstances the use of equipment having fluctuating or intermittent load characteristics, or having an abnormal effect on voltage, may necessitate the furnishing of service to such equipment through isolated transformers and separate service loops, or installing transformer and/or line capacity in excess of that normally required by non-fluctuating or non-intermittent equipment in order to protect the quality of service to consumer, or to other consumers. The Cooperative reserves the right to charge the consumer the full cost of facilities to provide any special service required by such equipment and/or to prevent any impairment in service to consumer or to other consumers. Where the consumer is billed under a measured demand, the Cooperative may determine the billing demand on a shorter interval than specified in the rate schedule, or may make other suitable adjustment, irrespective of any provision relative to billing demand contained in such rate.

### **Small Three Phase Motors**

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Three phase service for motor installations aggregating less than 5 horsepower will be supplied upon payment by consumer of the estimated additional cost required to be incurred by the Cooperative in order to supply three phase service instead of single phase service that normally would be supplied.

All new three phase motor installations of 5 H.P. or larger be required to include a suitable motor controller with three running overcurrent units as provided in the note governing "unattended locations" at the end of Table 430-37 of the National Electrical Code.

### **Maintenance of Consumer's Facilities**

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All necessary wiring, conduits, cables and apparatus, including necessary protective equipment essential to utilization of service on the consumer's side of point of delivery, will be furnished, installed and maintained at the consumer's expense, except as specifically provided by the contract for service, rate schedule applicable, or these rules and regulations.

The Cooperative may require the consumer to pay for service interruption calls made by employees of the Cooperative to correct faulty electric facilities located on the consumer's side of the point of delivery.

If, for special reasons, the consumer requires or elects to use voltages other than the standard secondary and primary voltages of the Cooperative's established distribution system, the special transformers will be installed, operated, and maintained by and at the expense of the consumer.

### **Relocation of Facilities**

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The consumer will reimburse the Cooperative for any cost associated with relocation of facilities made at the request of the consumer. Except in case of emergency, meters and



other equipment of the Cooperative will be removed or relocated only by employees of the Cooperative. The Cooperative will, at its option, require a cash deposit sufficient in amount to pay for all estimated costs of the change or relocation.

The cost of relocation of facilities at the request or requirement of entities such as towns, cities, counties, state, federal and other government agencies and special districts will be borne by the entity making the request or requirement unless stipulated by written agreement between the Cooperative and the entity specific to the affected facilities. Such agreements may be, but are not limited to, franchise agreements, rights-of-way agreements and easements.

### **Transformers and Protective Equipment**

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Necessary step-down transformers, together with necessary protective equipment, will be installed and maintained by the Cooperative unless otherwise specified in the applicable rate schedule on file. If the consumer's power requirements, previous to the end of six months after installation of or prior change in transformers, proved to be substantially more than set forth in the application for service, the Cooperative may make such increase in installed transformer capacity as it deems advisable, and the consumer may be required to pay to the Cooperative the cost of making such change.

The Cooperative's recommendations for protection of the consumer's equipment against low voltage, phase reversal, and single-phase operation on three-phase loads will be obtained from the Cooperative by the consumer and will govern the installation of protective equipment by the consumer.

### **Power Factor**

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The Cooperative's rates, except those containing a power factor clause, contemplate consumer's use of service at an average power factor at the point where service is metered, of not less than 90% lagging. When neon, fluorescent, or other types of lighting, or other inherently low power factor equipment is used, such equipment must be provided with suitable power factor corrective equipment so that the resulting power factor of such equipment is not less than 90% lagging.

The Cooperative reserves the right to discontinue service to any consumer not complying herewith.

### **Attachments to Cooperative's Poles**

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No posters, banners, placards, radio aerials, or any other objects will be attached to the poles of the Cooperative. The Cooperative will not install, or permit installation of, the consumer's distribution wires or equipment on the Cooperative's poles; provided, however, that where metering is on primary voltage poles, the consumer will be allowed to go underground from such meter.



## **Liability**

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All lines, wires, apparatus, instruments, meters, transformers and materials supplied by the Cooperative at its expense or under its standard policies will be and remain the property of the Cooperative. The Cooperative's property will not be worked upon or interfered with by consumer or other unauthorized persons.

The consumer will be responsible for any damage to or loss of the Cooperative's property located on consumer's premises caused by or arising out of the acts, omissions or negligence of consumer or others, or the misuse or unauthorized use of the Cooperative's property by consumer or others. The cost of making good such loss and/or repairing such damage will be paid by the consumer.

Consumer will be held responsible for injury to the Cooperative's employees if caused by consumer's acts, omissions or negligence.

The consumer will be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the consumer or any of his agents, employees, or licensees, in installing, maintaining, operating, or using any of consumer's lines, wires, equipment, machinery, or apparatus, and for injury and damage caused by defects in the same.

The Cooperative will not be held liable for injury to persons or damage to property caused by its lines or equipment when contacted or interfered with by guy wires, ropes, aerial wires, attachments, trees, structures, or other objects not the property of the Cooperative, which cross over, through, or are in close proximity to the Cooperative's lines and equipment. The Cooperative should be given adequate notice before trees overhanging or in close proximity to the Cooperative's lines or equipment are trimmed or removed or when stacks, guys, radio aerials, wires, ropes, drain pipes, structures, or other objects are installed or removed near the Cooperative's lines or equipment, but the Cooperative assumes no liability whatsoever because of such notice.

The Cooperative will not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond its control.

## **Indemnity to Cooperative**

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Consumer will hold the Cooperative harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on consumer's side of the point of delivery unless caused by the negligence or wrongful acts or Cooperative's agents or employees.