




**West Oregon  
Electric Cooperative, Inc.**

A Touchstone Energy® Cooperative 

# Service Rules & Regulations

September 2016

**West Oregon Electric Cooperative, Inc.**

**Service Rules and Regulations**

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## Service Rules and Regulations

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### 1. PREFACE

It is the intent of the Cooperative to provide through these Service Policies, a helpful guide to the consumer, the electrical and building trades, and the employees and representatives of the Cooperative; to achieve efficient and safe electrical service; and to insure that all members of the Cooperative receive uniform and equitable consideration.

The Cooperative shall provide a copy of the Rate Schedules and Service Rules and Regulations to its consumers upon request.

### 2. DEFINITIONS

The following terms wherever used in any of these Service Policies, the Cooperative's rate schedules, and in any application or agreement for electric service, shall have the following meanings, unless otherwise clearly stated:

#### 2.1 Actual Cost:

The amount charged by the Cooperative for material, labor, overhead, transportation, acquisition and clearing of right-of-ways, permits, leases, legal fees, required federal, state and/or municipal studies, and any other costs actually incurred.

#### 2.2 Billing Period:

The interval between successive meter reading dates for billing purposes, as established by the Cooperative.

#### 2.3 Board of Directors or "Board":

The governing body of the Cooperative elected by the members.

#### 2.4 Change in Type of Service:

Change in type of service means changing from overhead to underground service, from underground to overhead service, three phase to single phase or single phase to three phase service.

#### 2.5 Consumer:

Any individual, firm, or organization who purchases electric service at one location under one rate classification, contract, or schedule. Member of the Cooperative.

#### 2.6 Contribution-in-Aid-of-Construction:

A financial contribution paid to the Cooperative by a prospective member/consumer towards the cost of receiving electric service.

**2.7 Cooperative or Utility:**

The West Oregon Electric Cooperative, Inc.

**2.8 Demand:**

The maximum rate of delivery of electric energy during a month, measured in kilowatts (kW) registered over a thirty (30) minute period.

**2.9 Electric Service:**

The availability of electric energy at the point of delivery for use by the consumer, regardless of whether electric energy is actually used.

**2.10 Electric Service Relocation:**

Any change in the location of a service facility requested by the member/consumer that results in a one-time cost or expense to make the change.

**2.11 Energy:**

Electric energy, measured in kilowatt-hours.

**2.12 Estimate or Estimated Cost:**

An approximate calculation, based on prior experience, of the amount of expenses to be incurred by the Cooperative.

**2.13 Member:**

A member is a consumer and owner of the system.

**2.14 Month:**

An interval (approximately 30 days) between successive normal meter reading dates.

**2.15 Net-Metering**

Net-metering is the measurement of the difference between the electricity supplied to an eligible member by the Cooperative and the electricity (1) generated by an eligible member's net-metering facility and (2) fed back to the Cooperative's system over the applicable billing period.

**2.16 Net-Metering Facility**

A generating facility meeting all federal, state and relevant cooperative interconnection requirements, including, without limitation, Section 33 herein and WOEC Policy 309 and Policy 311.

**2.17 Power Factor:**

The ratio of kilowatt-hour to kilovolt ampere hours expressed in percent.

**2.18 Reasonable Advance Notice:**

Reasonable advance notice is considered to be a minimum of two regular business working days.

**2.19 Service Drop:**

A service drop is a secondary electrical connection from the secondary side of the Cooperative's transformer to the point of contact at the consumer's building, pole or other structure.

**2.20 Service Extension:**

A service extension is the additional overhead/underground electric facilities required to connect the Cooperative's existing power line to a consumer's point of delivery.

The service extension shall include all poles, primary wiring, secondary wiring, transformer(s), meter(s), right-of-way acquisition, and clearing, trenching and backfilling, and any other one-time cost items associated with providing service to the new consumer.

**3. APPLICABILITY**

The provisions of the Rate Schedules and Service Rules and Regulations apply to everyone receiving electric service from the Cooperative.

Receipt of electric service shall mean that the receiver is a consumer of the Cooperative as the term is used herein, whether such service is based upon contract, agreement, accepted application or otherwise.

In the case of conflict between any provisions of any Rate Schedule or Special Contract and these Rules and Regulations, the provisions of the Rate Schedule or special contract shall apply.

**4. REVISIONS**

The Rate Schedules for electric service and these Service Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time and such changes, when effective, shall be subject to these Rules and Regulations as effectively as though originally incorporated herein.

It is the Cooperative's intent that its rules and regulations comply at all times with applicable law. Should applicable law be amended or interpreted contrary to the express language of any provision, that provision is automatically amended so as to be deemed in compliance. Further, should any provision of the rules and regulations be found invalid or without legal effect, that provision shall be disregarded without affecting the remainder of the rules and regulations.

**5. GENERAL TERMS AND CONDITIONS OF SERVICE**

The Cooperative will use reasonable diligence to maintain uninterrupted service, but does not guarantee a constant or regular supply of electric energy and shall not be liable for damage due to variations or cessation to such supply.

The member should give immediate notice at the office of the Cooperative of any interruptions or irregularities in service or any known trouble, defect or accident to the supply.

The Cooperative may interrupt service to any member for the protection of life or property, for making repairs, changes or improvements in any part of its system for the general good of the service or safety of the public or when in the Cooperative's sole judgment such interruption will prevent or alleviate an emergency threatening the integrity of its system, or will aid in the restoration of service.



Circumstances permitting, the Cooperative will give reasonable notice of any contemplated suspension of service.

**5.1 Additional Loads or an Upgrade of Existing Services:**

- a) If the consumer desires to increase his or her load materially, he or she shall notify the Cooperative sufficiently in advance so that the Cooperative may provide the facilities required to serve the increased load. The member shall be responsible for costs related to upgrading the facilities, unless, in the opinion of the Cooperative, there would be a net benefit to the Cooperative.

If the consumer fails to notify the Cooperative, and as a result the Cooperative's equipment or the consumer's equipment is damaged, the consumer shall be liable for the cost of such repair.

- b) In the event a consumer requests an upgrade of service from the existing service in place and should the service upgrade require additional poles or other equipment or right-of-way vegetation clearing, the consumer shall pay the Cooperative for such additional costs, including materials, labor and overhead.

The consumer will be required to pay in advance an estimated amount sufficient to reimburse the Cooperative for costs involved.

The consumer will furnish and install a meter base, weather-head, ground rod(s), breaker box, and disconnect switch as required.

**5.2 Application for Service:**

Each applicant for electric service shall be required to complete the Cooperative's "Application for Service."

All prerequisites required by the Cooperative of the applicant must be satisfied before the new service will be energized.

Further, all new or existing service entrances must comply with the requirements of the State, County, National Electric Safety Code and the National Electric Code before the service will be energized.

**5.3 Advanced Payments:**

The Cooperative will require, from all new applicants an advanced payment of \$100.00 or may require an amount equal to the accounts highest two months billing in a 12 month period. An advanced payment will not be required from residential consumers if a good letter of credit is received from their previous utility.

Consumers may also have their advance payment waived if a member with good credit signs an "Electric Service Payment Guarantee Agreement" for them. No Cooperative employee with fiduciary responsibility and/or account access concerning the Cooperative's billings shall be accepted as a guarantor for this purpose.

Also, when the credit of a consumer with the Cooperative has become impaired, an advance payment or other guarantee, satisfactory to the Cooperative may be required as security for the payment of final bills and compliance with the Cooperative's rules and regulations, before the Cooperative will render or continue service.

After establishing a credit history with 12 consecutive months of prompt payments, the advance payment may be credited back to the consumer's account.

In any case, the Cooperative will refund any advance payment not so refunded on discontinuance of service and payment in full of all service charges and guarantees, or will deduct from the advance payment any such amounts as

are unpaid and refund the difference, if any. It is the responsibility of a consumer leaving the system to keep the Cooperative informed as to the consumer's new address. Any advance payment subject to refund will be tendered to the consumer at the address on file. Should the consumer not provide a current address, the consumer agrees that such circumstance shall constitute a transfer by the consumer to the Cooperative of any interest or right the consumer had in the advance payment.

#### **5.4 Assignment:**

Subject to these rules and regulations, all contracts for electric service and line extensions made by the Cooperative shall be binding upon, and oblige, and inure to the benefit of, the successors and assigns, heirs, executors, and administrators, of the parties thereto.

#### **5.5 Change of Occupancy:**

When a change of occupancy or of legal responsibility takes place on any premises served by the Cooperative, a notice of such change shall be given by the consumer being served within a reasonable time prior to such change.

The outgoing consumer will be held responsible for all service supplied until such notice has been received by the Cooperative and thereafter until the meter has been read.

#### **5.6 Character of Service:**

The Cooperative provides a certain standard of service to all of its consumers. The characteristics of this standard of service are described below.

When feasible, consumers whose service requirements are different or more stringent than the service normally supplied to all consumers, the Cooperative will construct at the consumers cost, facilities in such a way as to satisfy the consumer's special requirements.

The use of the Cooperative's service shall be for no purpose other than covered by the provisions of the rate schedule under which service is supplied, or by any part of these rules and regulations which may be applicable.

The rates apply only to the supply of electric energy of the standard characteristics and capacity which may already be available in the locality of the premises to be served or which may be made available by the Cooperative in accordance with the provisions and requirements of these regulations.

All service shall be alternating current, 60 hertz.

Normal services are single phase: 120 volt, two wire; 120/240, three wire. Three phase: 120/240 volt, 120/208 volt, 227/480 volt, or 240/480 volt.

If it is determined that a consumer's equipment creates unacceptable voltages on the electric system neutral, that consumer will be required to eliminate the source of such voltages. The consumer's service may be disconnected until such time as the source of such voltages is eliminated.

Service may also be delivered at other voltages when applicable and where such secondaries exist, or in instances when the size of the load justifies primary voltage delivery or separate transformer installation.

The availability of service for the consumer's equipment to be used shall be determined by the Cooperative before proceeding with the wiring or the installation of equipment.

The Cooperative shall advise the consumer of the available phase and voltage for that service.

**5.7 Consumer Loads of a Character Which Are Seriously Detrimental to the Service Being Rendered to Other Consumers or to the Cooperative's Distribution System:**

Examples of detrimental loads include, but are not limited to those items listed below.

When such conditions exist concerning a consumer's load, the consumer will be required to pay for the corrective actions needed to eliminate the problems their service is causing.

**A. Alternating - Current Welders:**

The Cooperative reserves the right to refuse the supply of service to any alternating current arc welders which cause interference or disturb the quality of service to other consumers.

The use of alternating current arc welders in conjunction with a residential service or under residential service rates will generally be restricted to limited-input welders up to 180 amperes maximum welding current rating, and will be permitted upon the specific approval by the Cooperative.

Three phase service to commercial shop arc welders will be provided by special contract assuring that all Cooperative-owned three phase equipment required specifically as a result of the welder installation will be suitably amortized.

**B. High Fluctuation:**

For highly fluctuating and intermittent loads which seriously affect voltage regulation, such as large motor starting equipment or heating units, welders, x-ray machines, etc., the Cooperative may require a contract for service which will consider such additional equipment as deemed necessary to maintain satisfactory service to other consumers. If the consumer delays or refuses to install adequate starting compensators or other devices to correct the situation, power shall be discontinued.

**C. Motors:**

The Cooperative reserves the right to refuse the supply of service to a single phase motor of individual rating in excess of 5 HP.

The use of a three phase motor up to 10 HP individual rating will normally be permitted, upon specific authority of the Cooperative, provided the Cooperative's local facilities are adequate to supply the service and provided the use of such motor or motors does not interfere with the quality of service rendered to other consumers.

**D. Phase Balance:**

Current unbalance, in phase wires of services, except the wild leg of three phase for delta services, shall not exceed 10 percent of the current which would be required at maximum load under balanced current conditions.

**E. Power Factor:**

All three phase loads in excess of 25 kW shall be subject to the power factor adjustment provisions contained in the applicable rate schedule.

The use of equipment by the consumer for power factor correction must conform to requirements of the Cooperative as to electrical characteristics of equipment and its operation and control.

The consumer may be required to limit the size of his or her static capacitor installation or to maintain effective control of the capacitors or other corrective equipment in order to prevent the use of such equipment from causing excessive voltage at the service. Corrective equipment installed by the consumer after the effective date hereof must be located on the load side of the service-disconnecting device.

**F. Protective Apparatus:**

The Cooperative reserves the right to install protective apparatus so arranged as to disconnect the service on the premises, if the Cooperative's capacity at that point is exceeded.

**G. Services with Connected Loads in Excess of 50 kva:**

When the connected load to be served exceeds 50 kilovolt amperes, the Cooperative may, at its option, require the consumer to arrange his wiring to receive poly phase service.

**5.8 Consumer Power Outage:**

If the consumer's service fails, he or she shall endeavor to determine if he has blown fuses, tripped a breaker, or that his equipment is at fault before calling the Cooperative.

If a serviceman is sent out at the consumer's request, and it is determined that the consumer's equipment is at fault, a charge may be made for the service call in accordance with the Cooperative's Service Rules and Regulations fee schedule.

**5.9 Cooperative Power Outage:**

If the Cooperative service fails, the Cooperative's electric service will be restored on a priority basis as follows:

- A. Transmission Lines
- B. Substations
- C. Major Distribution Feeders
- D. Critical Loads
- E. Individual Service to Consumers

**5.10 Consumer's Premises:**

All property owned by the Cooperative and located on the consumer's premises shall be deemed to be personal property of the Cooperative and title thereto shall remain with the Cooperative. The Cooperative shall have the right at the expiration of service to remove all of its property.

The Cooperative shall keep in repair and maintain its property installed on the premises of the consumer. Repair or replacement of landscaping, concrete, asphalt or any other consumer installed structures, etc., will be at the consumer's expense.

Under no circumstances shall a consumer place or permit the placement of any building, other structure, trees or shrubs within the Cooperative's primary right-of-way, or change the grade, fill or excavate or carry on or permit any other activity within said right-of-way, if in the judgment of the Cooperative, such activity might interfere with the proper operation and maintenance of its electric lines or cables. By way of illustration, but not limited to, the following uses are specifically prohibited: swimming pools, tennis courts, satellite dishes, or storage of any materials or equipment.

**5.11 Consumer's Responsibility - Wiring and Equipment:**

The consumer shall install, own and maintain all wiring and equipment beyond the point of delivery except meters and special facilities installed or furnished by the Cooperative.

The consumer's wiring shall conform to applicable municipal, county and state requirements, and the Cooperative's Rules and Regulations, and to accepted modern standards as exemplified by the National Electrical Code, and the National Electrical Safety Code.

In all cases, the meter will be furnished by the Cooperative, which is necessary to adequately measure the service taken by the consumer.

It shall be the consumer's responsibility to provide suitable protective equipment such as fuses, circuit breakers, surge protectors, three phase motor protection and/or relays to adequately protect his or her equipment.

The Cooperative reserves the right to deny or discontinue service to a consumer's equipment or wiring where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations.

The Cooperative shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery or in the consumer's installation of equipment or the delivery of energy thereto.

Each County has electrical inspection requirements for services that have been disconnected ranging from 30 days to 6 months. Please contact your local County for electrical inspection information and requirements.

The Cooperative may also require inspection approval by the county electrical inspector for services disconnected longer than 6 months before reconnection. Services disconnected longer than 18 months shall require an inspection by the county electrical inspector before reconnection.

Consumers should install equipment to protect three phase motors from "single phasing."

## **5.12 Consumer Safety- Line Clearances**

The Oregon *High Voltage Overhead Line Safety Act* requires that no work take place within 10 feet of a high-voltage overhead power line until the following two requirements are met:

1. The responsible party must notify the Cooperative in advance of the intended work activity with a minimum notification of 120 hours (5 days).
2. The responsible party and the utility must complete mutually satisfactory precautions for the activity.

The Cooperative will work with the responsible party to coordinate work schedules, install mechanical barriers to prevent contact with power lines, temporary de-energizing of power lines, or raising/moving the power lines. Any costs incurred by the Cooperative, including but not limited to, damage by the responsible party, may be charged to the responsible party.

Consumers must stay away from any down power line and should immediately report the down line to the Cooperative.

## **6. SERVICE DESCRIPTIONS**

### **6.1 Residential:**

Residential service is defined as the supply of electric service to individual homes, farms, apartments, flats, or other living quarters occupied by a person or persons who constitute distinct households and use the energy for general domestic purposes including home lighting and the operation of household appliances.

Use of residential service may be extended by the consumer from his or her domestic meter to other structures which are directly adjacent to, or connected with the residence and used for noncommercial purposes by the occupants of the residence being served.

## **6.2 Commercial:**

Commercial service is defined as the supply of electric service to businesses, public building, etc., for all commercial lighting and/or power purposed including lodges, churches, clubs, tourist homes, nursing homes, offices, beauty parlors, stores, shops, schools, gas stations, and restaurants, etc.

A commercial consumer is any person seeking electrical service for a property to be used in whole or part for a business and not a property to be occupied by the owner solely as his or her residence or a property to be used solely as a single family dwelling unit.

## **6.3 Industrial and Large Commercial:**

Industrial and large commercial service is defined as the supply of electric service to consumers with installed transformer capacity of 45 KVA or more at available voltage.

## **6.4 Street Lighting:**

Street Lighting Service is defined as the supply of electric service to political subdivisions such as towns and villages for dusk to dawn lighting of streets, alleys and other public ways.

## **6.5 Area Lighting:**

Area Lighting Service is defined as the supply of electric service to residential, commercial and industrial consumers for area lighting of yards, docks, lots, piers, etc.

## **6.6 Net-Metering**

Net-metering service is available to members who own and operate a net-metering generating facility subject to the following conditions:

- 1) Uses solar, wind, fuel cell, natural gas or hydroelectric power to generate electrical power.
- 2) Nameplate generating capacity of not more than twenty-five (25) kilowatts.
- 3) Located on the members premises.
- 4) Interconnects and operates in parallel with the West Oregon Electric's existing transmission and distribution system.
- 5) Intended primarily to offset part or all of the member's own electrical requirements.
- 6) Otherwise complies with relevant state, federal and cooperative rules and regulations.
- 7) Complies with Policy 311.

## **7. BILLING**

### **7.1 Payment Obligation, Energy Bills:**

The supply of energy service for any purpose, at any location, is contingent upon payment of all charges provided for in the rate schedule as applicable to the location and the character of service.

All energy bills, except final or closing bills are due and payable as specified on the bill. Final or closing bills are due and payable on presentation.

Failure to receive a bill will not release the consumer from obligation of payment.

**7.2 Payment Obligation, Non-Energy Bills:**

Non-energy bills for service rendered will be met and shall be due and payable upon presentation. Further, the Cooperative may require a fee in the estimated amount for the service to be rendered prior to the Cooperative providing such service.

**7.3 Billing Period:**

All Cooperative rate schedules for electric service are based on one month's service. One month's service covers approximately a thirty (30) day period, not necessarily a calendar month.

For efficiency, the Cooperative may read meters and mail bills throughout the month. Meter reading and billing may be divided into segments called "cycles". Consumers are billed monthly, and where they live will determine when the meter is read and the bill is mailed. This should be generally about the same date each month.

**7.4 Estimated Billing Procedure:**

The Cooperative shall make every effort to read a consumer's meter monthly. However, there may be occasions when it becomes impossible to obtain a reading thus necessitating an estimated bill.

Variations from actual usage during the estimated month will self-adjust the next time an actual reading is obtained.

If a meter has been destroyed by fire, has stopped registering, or otherwise fails to correctly register power and energy supplied to the consumer, the Cooperative will render a bill based on an estimate of the amount of power and energy supplied by using the best available information.

When it has been determined that a consumer has caused the service furnished to be improperly or inaccurately metered, the Cooperative may render bills for such service based upon its reasonable estimate of the service actually furnished for the full period during which the service was unmetered or improperly metered.

**7.5 Prorated Bills:**

Service for less than one (1) month shall be prorated at the monthly rate unless provided otherwise by contract agreement or rate schedule.

**7.6 Delinquent Bills:**

Bills not paid by the due date on the billing statement shall be considered delinquent. This does not include Budget or Payment Plan Accounts, which are current.

A disconnect notice will be mailed if the amount in arrears has been due 30 days or more. In all cases, service will be disconnected on or after ten (10) days after the date of the disconnection notice, unless the account is paid in full or mutually acceptable payment arrangements have been made with the Cooperative prior to the disconnection date.

**7.7 Bankruptcy:**

When a consumer files for bankruptcy, as reasonable security for post-petition faithful performance, the consumer will be charged an advance payment equal to two times the consumer's highest monthly bill during the preceding twelve (12) month period regardless of previous payment history. If the advance payment is not paid as agreed within twenty (20) days, service will be terminated following the procedures in this section.

**7.8 Service Charges Related to Delinquent Bills:**

A late payment charge will be applied to all unpaid amounts carried forward to the next month's bill. This does not apply to consumers who are on "Average Payment Plans" which are current.

**7.9 Payment Arrangements - Delinquent Bills:**

The Cooperative does not want consumers to be without service.

To avoid disconnection and termination of service, consumers having difficulty paying electric bills must contact the Cooperative prior to the date of service termination and make mutually acceptable arrangements.

Payment plans shall be designed to bring the account up to date no later than six months from the date of the agreement.

The Cooperative shall also provide consumers with information as to any known assistance programs where help might be obtained.

**7.10 Returned Checks:**

If a consumer's check is returned unpaid to the Cooperative because of insufficient funds, closed account, or any other reason, the consumer will be charged the current bank charge per returned item to cover the bank charges to the Cooperative and the handling of the returned item.

If the Cooperative has two (2) checks from a consumer returned for any reason by the bank in any twelve (12) month period, the Cooperative may require that all future charges be paid in cash only until such time as the Cooperative decides otherwise.

**7.11 Average Payment Plan:**

The Cooperative shall offer consumers an "Average Payment Plan" designed to make their payments about the same each month of the year. To be eligible for the Plan the consumer must be a residential consumer and his or her account must be current.

The monthly payment will be determined by averaging the actual amount of energy used during the previous 12 months. This amount shall be recalculated periodically to keep payments in line with actual costs.

**7.12 Third-Party Notification:**

Third-party notification shall be available to all consumers. It is especially useful for elderly, disabled, or home bound consumers who live alone and those who travel a great deal or spend winters out of town.

The Cooperative shall establish a third-party notification method whereby the Cooperative has someone on record, other than or in addition to the consumers, who the Cooperative will notify for billing purposes or when problems arise.



Under this double notification procedure the consumer also authorizes the Cooperative to send a copy of any termination or final notice to the third party before the cutoff date. The third party can be any person or agency selected by the consumer.

The person or agency will not be obligated to pay the consumer's bill, unless they have also signed as a guarantor. This person or agency generally is meant to act as an additional communication link between the consumer and the Cooperative.

## **8. TERMINATION NOTICE**

Consumers who wish to discontinue service must give reasonable advanced notice to appropriate personnel at the office of the Cooperative during normal business hours.

The consumer is liable for service taken until reasonable advance notice is given to the Cooperative as provided and thereafter until the meter has been read. The final bill for service is then due and payable upon presentation.

## **9. CONNECT - DISCONNECT FEES**

A fee will be charged for each new consumer account or transfer of an account.

No fee is paid by the consumer for final disconnection of the service when reasonable advance notice is given of intent to discontinue service.

When a service is disconnected at the request of the consumer, but is not a final disconnection a facility charge for the period the account was disconnected plus a reconnection fee will be charged at the time of reconnection and may be subject to County Inspection.

When reasonable advance notice is not given and the consumer wants the service either connected or disconnected by special trip during regular or overtime working hours, the consumer may be charged the full cost of the special trip, including labor and transportation costs.

## **10. SERVICE TRANSFER**

A service transfer from one consumer account to another consumer account will be considered a disconnect and a reconnect, even though the service is not physically disconnected.

## **11. RENTAL PROPERTY AGREEMENT**

Property owners who wish to have the electric service to their rental units remain connected after the unit has been vacated, may sign a "Landlord Rental Property Agreement" with the Cooperative. The property owner agrees to assume responsibility for payment of all electricity and security light charges at those accounts from date of tenant(s) disconnect order until the new tenant(s) requests the service connected in his or her name.

There will be a one-time rental property agreement charge for each account and an additional charge for each account added to an existing agreement.

## **12. BASIS OF CHARGE**

Except as otherwise specifically provided for concerning temporary short term service and seasonal service, the rates for electric service are priced upon a monthly basis and provide that service shall be billed at monthly intervals and be subject to any monthly minimum payments.

When applicable optional rate schedules are available, the consumer may not change from one rate schedule to

another more frequently than once in any 12 month period. Said change may be made only at the end of the billing period during which the request was made.

The rates named in the rate schedule for each class of service are based upon the supply of service to each consumer for a specific type of service.

When a structure is subdivided and used for multiple purposes (such as a home being converted to a family and business unit), the Cooperative will select the rate to apply to each type of use. Then the service to each type of use must be separately metered and separately billed.

### **13. SERVICE CONTRACTS**

Each applicant for electric service will be required to complete the Cooperative's "Electric Service Agreement" for electric service or execute a special contract.

Whether or not a completed agreement for service is on record for the consumer and accepted by the Cooperative, the rendering of the service by the Cooperative at the request of the consumer shall be deemed a contract between the parties and subject to all provisions of the rate schedule or schedules applicable to the service and also subject to compliance of these rules and regulations.

Standard contracts shall be for terms as specified in the rate schedule, but where large or special investment is necessary for the supply or extension of supply of service, contracts for a longer term than specified in the rate schedule, with or without special guarantee of revenue, or other special conditions may be required by the Cooperative to safeguard such investment.

Large industrial, commercial or temporary service contracts may be written on a special form, and shall contain such provisions and stipulations as may be necessary or desirable to protect the interest of both Cooperative and consumer.

These rules and regulations are a part of every contract for service, unless specifically modified by a rate provision.

### **14. DISCONTINUANCE OF SERVICE**

The West Oregon Electric Board's rules for electric service disconnection may change from time to time.

#### **14.1 Shut-Off for Non-payment:**

The Cooperative may refuse to connect or may disconnect service for any violation of its service policy or other rules or procedures, including, without limitation, failure to pay electric service charges when due, violation of rate schedules of contract provisions, fraud, dangerous or emergency conditions, or theft or illegal diversion of current.

Service will not be connected (and existing service is subject to disconnection) should a member or former member owing a delinquent balance reside at any cooperative service address. Rotation of family members' names or roommates' names to avoid payment for service provided is not permitted. In such circumstances, all outstanding charges must be paid in full prior to connection, or to avoid disconnection. Incoming parties may be required to provide proof of residence at a previous address. Exceptions or special arrangements will be made at the discretion of the Manager of Finance & Administration and advance payment taken.

#### **14.2 Termination:**

In cases other than the above, electric service to residential members may be terminated by the cooperative as follows:

- a. Amounts over \$25 which remain unpaid at the time of the next billing will be noted as past due. Billings with past-due amounts shall be due “upon receipt.”
- b. Approximately ten (10) days after a past-due billing, a final notice of disconnection shall be delivered to the member or the member’s designated representative at the last known address. The final notice shall give at least five (5) days notice prior to disconnection of service. Service of the notice will be deemed complete as of the date of mailing or personal delivery. The notice will contain the following information:
  - (1) A clear explanation of the reason(s) for disconnection.
  - (2) The date of proposed disconnection.
  - (3) A statement advising the member they may appeal the proposed action of the Cooperative (see Section 14.3).
  - (4) A statement advising the member that the service will not be disconnected pursuant to this notice upon receipt of the medical notice specified in Section 14.4.
  - (5) A statement advising the member that service will not be disconnected if, prior to the disconnect date, the member makes satisfactory arrangement with a WOEC Customer Service Representative.
  - (6) If the service is being disconnected at the request or requirement of State, County or City officials, including law enforcement.
- c. Prior to disconnection of service, the Cooperative may attempt to contact the member or an adult at the residence informing them of the proposed disconnection.

Prior to disconnection of service, the cooperative will attempt to inform residential members who cannot pay their bills of possible sources of help. These include the names and telephone numbers of the Department of Human Services (federal or state as applicable) and other social service agencies that may be able to help the member determine what aid may be available.

If for any reason the member appears unable to understand the consequences of the notices of disconnection, the Cooperative will notify the Department of Human Services (federal or state as applicable) and will delay the proposed disconnection for an additional five (5) business days.

The Cooperative will document all efforts made to contact the member prior to disconnection.

### **14.3 Appeal of Action:**

- a. Any member may appeal the cooperative’s decision to disconnect service, or its refusal to restore service, by notifying the Cooperative.
- b. If service has not been disconnected at the time of the appeal, the Cooperative will not disconnect service until the appeal is settled. If service has already been disconnected prior to the appeal, then service will be restored until the appeal is settled, except where such connection will create a safety hazard.
- c. It is the responsibility of the member to notify the Cooperative of their intent to appeal a decision. Notification may be made in writing, in person, or by telephone and should be addressed to the Cooperative’s Manager of Finance & Administration. The Manager of Finance & Administration has the authority to render a decision necessary to settle an appeal.

### **14.4 Limitations on Disconnecting Residential Services:**

If a qualified medical professional states that loss of electric service will significantly endanger the physical health of a person living in the member’s household and will specify in writing the type of mandatory electrical equipment needed to prevent such endangerment, the Cooperative will not disconnect or refuse to

reconnect the service.

Qualified Medical Professional Certification: The member is advised that to remain effective, oral health notices must be confirmed by written certification. Certification is a letter from a qualified medical professional that includes the information below.

- (1) Name of person affected.
- (2) Relationship to member
- (3) Complete description of health conditions
- (4) Types of equipment necessitating electricity.
- (5) Explanation of how health will be endangered by disconnection.
- (6) Statement of how long conditions are expected to last.
- (7) Signature of qualified medical professional.

A “qualified medical professional” means a licensed physician, nurse-practitioner or physician’s assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician.

Certifications will remain in effect only for the period of time that the condition is expected to last. Certifications for conditions lasting more than six (6) months must be renewed every six (6) months, regardless.

If the Cooperative postpones disconnection and does not receive written certification within five (5) days, or if the certification expires, the Cooperative may proceed with disconnection after providing the notice required in Section 14.2.

- a) A member submitting a medical certificate is not excused from paying for Cooperative service. Members are required to enter into a written time-payment agreement with the Cooperative where an overdue balance exists, and to keep new charges current. Failure to make payments under the time-payment agreement may result in restriction or disconnection of service.
- b) Residential service will not be disconnected when the Cooperative will not be open for regular business the following day.
- c) Service to a residential electric account will not be denied or disconnected due to delinquencies or violations of cooperative service policy at a commercial account for the same member. However, outstanding balances on inactive accounts will be transferred to the same member’s active account within the same classification of service and are subject to standard collection policy.
- d) If a member providing service for a tenant requests disconnection, tenant may then establish service in tenant’s name after meeting the cooperative’s credit criteria.

#### **14.5 Requirements for Reconnection of Service:**

If service has been disconnected and is not being appealed under Section 14.3, the member must pay all amounts owing, electricity and otherwise, plus an advance payment, service charge and overtime charge if after hours, before the Cooperative will reconnect the service. Arrangements for advance payment and reconnection charge will be made at the discretion of the WOEC Customer Service Representatives. Payment must be made by cash, money order, cashier’s check or accepted credit cards.

If a member owes an outstanding (written off) bill to the Cooperative, payment of all outstanding balances owing the Cooperative must be satisfied before reconnection.

#### **14.6 Shut-off for Cause:**

The Utility may disconnect upon reasonable notice if entry to its meter or meters is refused or if access thereto is obstructed or hazardous; or for other violations of these rules and regulations.

#### **14.7 Shut-off for Unsafe Conditions or Unrestrained Animals:**

The Cooperative may disconnect without notice if the consumer's installation has become dangerous or defective.

The Cooperative may disconnect with or without notice if a consumer's unrestrained animal(s) present a safety threat to the Cooperative's employees (See Section 20.2), or the safety of Cooperative personnel is otherwise put at risk.

**14.8 Shut-off for Fraud:**

The Utility may disconnect without notice for abuse, fraud, or tampering with the connections, meters, or other equipment of the Utility. At the time of installation, the metering equipment shall be sealed and it shall not be tampered with or the seal broken without prior authorization from the Cooperative.

Following disconnection for fraud, service will not be restored until the meter base is inspected by the county electrical inspector.

The Utility may also disconnect for violation of rate schedule or contract provisions and for theft or for diversion of current.

The discontinuance of service for any of these causes does not release the consumer from his or her obligations to pay for energy received or charges specified in any existing contract.

**14.9 Shut-off for Detrimental Loads:**

The Cooperative may refuse to serve loads of a character which are seriously detrimental to the service being rendered to other consumers.

**15. SERVICE CHARGES FOR DISCONTINUANCE OF SERVICE**

**15.1 General:**

Whenever electric service has been disconnected for non-compliance with service policies, or for non-payment, or for fraudulent use, the service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of the Cooperative.

A charge will be made for all such reconnections that can be completed during working hours regularly maintained by the Cooperative.

For reconnections requested for completion during other hours, the charge will be the actual cost of labor, transportation and overhead.

Further, an advance payment may be required, especially in those cases involving non-payment.

**15.2 Collection Trip Fee:**

When electric service is subject to disconnection for non-payment and in-lieu-of actual disconnection, the consumer elects to pay the Cooperative's representative in full for all past due balances; a collection fee will be charged.

**16. METER READING**

Meters shall be read monthly, or at the Cooperative's discretion at other periodic times.

The Cooperative will, as nearly as possible, read meters on the same cycle date, but because of holidays, Saturdays, Sundays, and the difference in the length of months, variations may occur.

The Cooperative reserves the right to modify meter reading schedules as required by changing conditions.

If for any reason a meter reading cannot be obtained for any particular period, the Cooperative may estimate the reading and render a bill based on this estimate.

In the event of appreciable error of any estimate, the Cooperative will revise such estimate on the basis of the best evidence available.

## **17. TAX ADJUSTMENT**

The amount of any and all revenue, kilowatt-hour or other form of tax or fee imposed by any governmental authority upon the Cooperative or upon its property, revenue, or income may be apportioned by the Board of Directors of the Cooperative to the consumers in which such tax or taxes or fees may be affected and among the various classes of service. Such amounts shall constitute an additional charge to the power billings under any rate schedule or special contract. All such apportionments will be charged only when in conformance with existing applicable laws.

## **18. RESALE OF ENERGY**

Except by written agreement with the Cooperative, the consumer shall not resell any electric service furnished by the Cooperative.

## **19. POINT OF DELIVERY**

The point of delivery is that point on the consumer's premises (or other agreed point) where the Cooperative connects its electrical service conductors with the consumer's wires.

The rates of the Cooperative are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same consumer at other points will be separately metered and billed.

## **20. THE COOPERATIVE'S PROPERTY**

The consumer shall be responsible for the safe-keeping of the property of the Cooperative on his premises and in the event of damage to it, shall pay to the Cooperative the cost of inspection and repairs.

### **20.1 Meter Seals:**

The consumer shall not permit any person, except an employee of the Cooperative, to break any seals upon, or do any work on any meter or other apparatus of the Cooperative that is located on or off the consumer's premises, unless authorized by a representative of the Cooperative.

### **20.2 Right of Access:**

The consumer shall grant any necessary permission to enable the Cooperative to install and maintain its facilities on the premises of the consumer so as to serve the consumer and the Utility system as a whole.

The Cooperative shall have the right through its employees, or other agents, to enter upon the premises of the consumer at all reasonable times for the purpose of reading, inspecting, maintaining, repairing, or removing the metering devices, wiring, or other facilities of the Cooperative and also for the purpose of tree trimming, right-of-way clearing and other vegetation management.

If any such equipment is located within a locked enclosure or behind a locked gate, the Cooperative shall

be furnished a key for access.

Meters shall not be located in carports, breezeways, porches or similar locations historically proven to have a high probability of becoming enclosed.

Unrestrained animals present a serious safety threat to the Cooperative's employees.

Should a consumer's unrestrained animals prohibit employee access to the premises or interfere in any way with an employee's necessary work the consumer will be notified by mail of the problem and a mutually agreeable permanent solution must be arranged promptly. If a consumer does not comply with such a request, the Cooperative will disconnect service without further notice.

Concerning threatening unrestrained animals in an emergency situation, service will be discontinued without notice.

### **20.3 Vegetation Management:**

The Cooperative has a legal obligation concerning tree removal, tree trimming and right-of-way maintenance on all existing primary and secondary electrical facilities to maintain such facilities in accordance with the National Electric Safety Code, the Rules and Regulations of the Oregon Public Utility Commission and Rural Utilities Service requirements.

The Cooperative may, through its employees or other agents, enter the consumer's property at reasonable times in order to undertake needed vegetation management work. The property owner agrees not to interfere with such activity.

Vegetation management is essential for employee safety, public safety and continuity of service to the consumers.

### **20.4 Unauthorized Attachments:**

Written permission must be obtained from the Cooperative before any equipment or material of any description may be attached to any Cooperative pole, guy wire, electrical equipment, or other property of the Cooperative.

Installing signs on utility poles is a violation of the National Electric Safety Code.

## **21. INSPECTION OF CONSUMERS' FACILITIES**

The Cooperative's property ends at that point on the consumer's premises (or other agreed point) where the Cooperative connects its electrical service conductors with the consumer's wires.

The Cooperative shall have the right, but shall not be obligated, to inspect the consumer's wiring or equipment before or during the time service is supplied.

However, such inspection, or lack of inspection, shall not be construed as placing upon the Cooperative any responsibility for the condition or maintenance of the consumer's wiring, current consuming devices or other equipment.

The Cooperative may require inspection approval by the county electrical inspector for services disconnected longer than 6 months before reconnection. Services disconnected longer than 18 months shall require inspection approval by the county electrical inspector before reconnection.

## **22. METERING**

### **22.1 Tests:**

The Cooperative will, at its own expense, inspect and test its meters as reasonably required.

The Cooperative shall test every service meter for correct connection and proper mechanical condition in its permanent position at the time of installation.

Upon request of the consumer, the Cooperative shall test the meter without charge, provided that the consumer does not request such testing more frequently than once in twelve months.

When a consumer requests a meter test within twelve months after the date of the installation or of the last previous test of his or her meter, the consumer will be required to pay a reasonable fee.

The fee so deposited with the Cooperative shall be credited to the consumer if the meter has a positive average error that is fast, in excess of four percent, otherwise such fee will be retained by the Cooperative.

A consumer may be present when the Cooperative tests his meter or may select an expert or other representative to be present.

A written report, giving the results of such test shall be made to the consumer by the Cooperative.

If the meter is found to have a positive average error in excess of four percent, either fast or slow, the Cooperative will adjust the consumer's billing for the known or assumed period of error.

### **22.2 Meter Pole:**

Meter poles will be furnished and installed by the consumer, subject to the Cooperative's approval. These poles shall not be less than 5 ½ inches in diameter at the top and shall be commercially pressure or thermally treated with an approved AWPA preservative.

### **22.3 Meter Location:**

Meters shall be installed on the outside of buildings or service structures or a meter pole. Exceptions to this practice must be approved by the Cooperative.

The consumer shall furnish a convenient place, readily accessible without risk of bodily harm to Cooperative employees, free from vibration, corrosive atmosphere and abnormal temperatures, in which to install the metering equipment.

Meters shall not be located under porches, carports and breezeways, or under the outfall of eaves, rain spouts, or drains, or where doors and other hinged building accessory might damage the metering equipment.

Meters shall be installed at such a height that the center of the meter, or top row of multiple meter installations, is six (6) feet plus or minus six (6) inches above the ground or platform.

In cases where unusual conditions exist, the Cooperative shall be consulted prior to installation.

There shall be minimum four (4) inches clearance between the meter base and any physical obstruction which might interfere with the installation of the meter or use of meter test equipment.

New service entrance locations shall be approved by the Cooperative prior to installation.



### **23. TEMPORARY SERVICE**

Temporary service such as service to construction jobs, fairs, and carnivals shall be supplied in accordance with the applicable rate schedule except that the consumer shall pay, in addition to the charges under the rate schedule, the total cost of installing and removing service less the value of materials returned to stock.

A reasonable fee, in advance, may be required for the full amount of the estimated bill for service, including the cost of installation and removal.

Temporary services will not exceed a twelve-month period, unless special conditions warrant an extension of time.

The Cooperative will not supply a temporary meter base.

### **24. EMERGENCY GENERATION**

Any consumer with a source of emergency generation on his or her premises must provide a Cooperative approved double throw transfer switch on the line side of his service entrance box.

This switch must be so arranged that a single handle on the switch will disconnect the Cooperative's lines completely prior to the emergency plant being connected to any part of the consumer's wiring system.

The transfer switch shall be subject to being sealed by the Cooperative and subject to Cooperative inspection.

### **25. PERMITS AND RIGHT-OF-WAYS**

Consumers applying for the construction of a line extension or location change of services will be required to secure, in the name of the Cooperative, all necessary and convenient right-of-way permits and easements and to pay the costs incidental thereto for legal recording.

Satisfactory proof identifying all owners concerning said property involved, shall be provided to the Cooperative prior to the recording of any documents.

Concerning complicated easements and right-of way, the Cooperative may require that necessary documents and location drawings be prepared by registered surveyors, engineers and/or attorneys as necessary. Costs for these services shall be paid for by the consumer requesting service.

The consumer shall pay all costs associated with licenses, permits and approvals required for the installation of services and extensions.

When necessary the Cooperative shall make, or cause to be made, applications for any necessary street permits, and shall not be required to supply energy until a reasonable time after such permits are granted.

### **26. LAND CROSSING FEES**

When the premises of a consumer are so located that it can be served only by facilities extending over the property of another person, the consumer shall accept service for such a term as is provided in the permit or agreement covering the location and the maintenance of service equipment, and the consumer shall be required to reimburse the Cooperative for any and all special, or rental charges that may be made for such rights by said permit or agreement.

### **27. SPECIAL METERING**

The Cooperative shall have the right, at its option, and its own expense, to place demand-meters, or other instruments on the premises of any consumer, for the purpose of measuring the demand, or for other tests of all or any part of the consumer's load.

## **28. NO PREJUDICE OF RIGHTS**

The failure by the Cooperative to enforce any of the terms of the rate schedule or these rules and regulations shall not be deemed a waiver of its right to do so.

## **29. SUPPLY LINE CONSTRUCTION**

The Cooperative will construct, own and maintain supply facilities located on the highway or on right-of-ways acquired by or on behalf on the Cooperative and used or usable as part of the Cooperative's general electrical system. The provisions of this section apply to electrical facilities only.

### **29.1 Obligation to Extend, to Enlarge or to Change:**

(a) With respect to the single phase line extensions, the Cooperative's obligations are limited to these rules and regulations and to such extent only on condition that no extraordinary costs of construction may be involved.

Applications involving extensions requiring abnormal construction which would result in extraordinary costs may be considered as special cases to be handled as the circumstances warrant.

Examples include going underground, crossing rivers and ponds, extending to an island, as well as the use of submarine cable.

(b) With respect to poly phase line extensions, the Cooperative's obligation to extend its facilities to a new point at existing points of delivery, or to change the characteristics of service at existing points of delivery, is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied.

The Cooperative may establish special requirements based on the circumstances and the cost of construction in individual cases.

The Cooperative is not obligated under the single phase line extension policy to provide temporary service or to extend its lines to a non-permanent structure.

## **30. STREET LIGHT AND AREA LIGHTING**

The Cooperative will provide, install and maintain area lights for its members. The cost to members for a new area light service shall be one-half the cost of the light unit only. Future replacement costs will be borne by the Cooperative unless such replacement is required by negligent or intentional acts or omissions of the member or the member's guests or invites.

Should additional materials and work be required for the installation of the light, such as setting a pole and associated expenses, the actual cost will be borne by the member and paid in advance of the installation.

Light maintenance will be undertaken as soon as possible, but will not be scheduled on a priority basis. Work will be done when crews are available and in the area.

The monthly charges for area light service are as stated in West Oregon Electric Cooperative, Inc.'s current Area Light Rate Schedule.

## **31. ELECTRIC SERVICE EXTENSION, RELOCATION AND/OR CHANGE IN TYPE OF SERVICE**

The requirements and specifications of this section apply to all single phase and multi phase electric service extensions, relocations and/or change in type of service.

Electric service extensions, relocations, and/or change in type of service will be constructed upon completion of all applicable agreements and any other required forms, acquisitions of all required permits and right-of-way easements, and payment of all required fees and costs.

### **31.1 Preliminary Engineering and Cost Estimate:**

An applicant who desires an electric service extension, relocation of a service and/or changes in the type of service may be required to complete an "Agreement for Payment of Preliminary Engineering Fees", which will authorize the Cooperative to perform preliminary engineering sufficient to develop a cost estimate of providing electric service. If the applicant subsequently authorizes the Cooperative to construct an electric service extension, relocation of a service and/or changes in the type of service, the amount paid for engineering services will be deducted from the total actual cost of the project; otherwise, the engineering fee is non-refundable.

In consideration of this payment, the Cooperative will conduct one on-site visit to the aforementioned property, accompanied by the applicant, property owner or agent to gain information by which staking sheets and cost estimates can be developed.

If the complexity of the project requires any additional engineering the applicant will be responsible for reimbursing the Cooperative for the actual engineering costs involved and may be required to pay the amount of the estimated engineering in advance.

### **31.2 Contribution in Aid of Construction:**

Charges for electric services in this section shall be calculated on an actual cost basis.

For electric service extensions, the estimated cost of constructing the service, less any engineering fees paid in advance, shall be paid by the applicant(s) requesting the electric service before the start of construction. For line relocations and/or change in type of service, payment of the estimated cost must be made before the construction commences less any engineering fees paid in advance.

Upon the completion of the service provided, the balance of any remaining amount due, or refund of any excess payment, must be paid in full within 30 days of the invoice date.

Where relocation is not requested or required solely for the applicant or members preference, convenience or benefit, but rather mandated by factors outside the applicant or members reasonable control, and it would otherwise appear impractical or inequitable, as determined by the Cooperative in its sole discretion, the Cooperative may waive all or part of construction costs and engineering fees, and/or allow the applicant or member to pay by installments.

### **31.3 Cost Recovery - Large Commercial and/or Industrial Manufacturing :**

The Cooperative may require a special cost recovery contract between the Cooperative and the consumer for service under this policy. Such contract shall, at a minimum, contain the following terms of the agreement: a) length of the agreement; b) termination; c) facility charges; d) minimum charges; e) ownership of the facilities; f) maintenance of the facilities; and g) renewal of the agreement.

### **31.4 Commercial and Industrial Services:**

Commercial and industrial consumers, including developers, shall comply with the above sections and

further comply with the following.

At the time of application for service, commercial and industrial consumers shall provide lot plans and load estimates to the Cooperative in a form sufficient to permit the Cooperative to accurately plan the placement of Cooperative facilities sufficient to meet the needs of the consumer and to allow the Cooperative sufficient lead time to order necessary materials that will be required.

If any materials are required for a service extension which are not part of the Cooperative's standard inventory or system use, or the consumer wishes to have spare equipment available at the Cooperative for emergency purposes, the consumer shall pay the cost of such equipment prior to ordering the materials or equipment.

**31.5 Land Developers, Land Developments, Speculative Developments, Subdivisions and Commercial Mobile Home Parks:**

The developer shall pay all costs for the line extension facilities.

The developer or owner who requests the underground electric service may, at his or her expense, purchase and install vaults and duct systems that meet the Cooperative's specification. The ownership of the vault and duct system will revert to the Cooperative after inspection and acceptance of the systems. The cost of inspection shall be borne by the developer or owner.

**Commercial Mobile Home Parks**

Service to commercial mobile home parks will depend upon the permanency of the business by evidence of the owner's own investment in water, sewerage, grounds, roads, and other investments.

Tenants of the park must apply directly to the Cooperative for establishment of service.

The Cooperative will bill the tenants directly on the appropriate rate and will be responsible for collections.

**31.6 General Provisions:**

The consumer will provide:

1. Proof of ownership of property by contract or deed.
2. Proof of septic tank approval of the county or other agency.
3. State electrical inspection and permit as necessary.
4. Evidence of approval for structure by the city, county or other governing agencies when necessary.
5. Notification by the applicant of any property deed restrictions or zoning requirements that may affect the installation of the Cooperative's facilities.
6. Provide, when necessary, an all-season gravel road which the Cooperative vehicles and equipment will be able to operate over in order to build and maintain the electric power line.

**31.7 Ownership of Facilities:**

The Cooperative will own and maintain its lines together with all meters, transformers, poles and other facilities constructed or installed in connection with service extensions.

**31.8 General Provisions for Single Phase Line Extensions:**

**A. Choice of Route - Public vs. Private Right-of-Way**

As a general rule extensions are to be built along public right-of-ways in preference to private property routes, and immediately adjacent to all-season roads, in order to provide for future extensions and additional consumers as well as more convenient and economical maintenance and service.

**B. Choice of Feed - Between Two Acceptable Sources**

Where premises to be served lie between two adequate and perfectly acceptable sources of feed, consumer requirements shall be based on the shorter of the two distances regardless of the route selected by the Cooperative for actual construction of the line. Approval must be obtained from the Cooperative for construction along the longer route.

**31.9 General Provisions For Multi Phase Overhead Line Extensions:**

The requirements for extension of multi phase overhead lines are further defined as follows:

**A. New Service Not Calling for Special Requirements:**

The Cooperative will furnish service for any new or added poly phase load without imposing any special requirements where all the following situations are found to exist:

1. The expected annual revenue from the business to be supplied is estimated to at least equal the Cooperative's new investment to be devoted exclusively to serving the prospective consumer.
2. It will not be necessary to make any premature investment in new or reconstructed facilities other than in those facilities that will be devoted exclusively to serving the prospective consumer.
3. The non-salvable investment by the Cooperative for the prospective consumer will not be unusually large as compared to the rest of the investment.
4. The prospective consumer has a satisfactory credit rating.
5. The proposed service is neither strictly temporary nor of uncertain permanency but is expected to be permanent.

**B. New Service Calling for Special Requirements:**

If, in the case of an application for new or added service one or more of the situations listed above are found not to exist, then the prospective consumer will be subject to certain special requirements in order to qualify for service.

The special requirements may apply separately or in combination, depending upon the number of disqualifying situations that are found.

While many situations definitely call for application of one or another of the special requirements, other situations are not as well defined and consequently need careful consideration and exercise of good judgment in the determination of the special requirements to be applied.

Many factors, such as the nature of the consumer's operations, the expected use of service, the anticipated revenue and the amount of investment by the Cooperative in the necessary facilities, influence the decision as to the special requirements to be applied.

The various situations that may be encountered and the special requirements that are applicable to each are set for in the succeeding paragraphs of this policy.

**C. Disqualifying Situations and Special Requirements:**

1. **Insufficient Revenue**

If the anticipated revenue is found to be too small in relation to the necessary investment in new facilities, the Cooperative may select one of the following ways by which the prospective consumer may best meet the revenue requirements:

a) Signing of an open-term contract to guarantee each year for electric service, an amount equal to the Cooperative's necessary investment in new facilities.

An open-term contract is one that shall be effective for a minimum of five years and for such further period as the consumer may take service.

The contract shall be deemed canceled whenever the actual annual revenue received by the Cooperative from the consumer in each of three consecutive contract years after the second anniversary of the contract is equal to or greater than the annual revenue guarantee.

This option is only available where it is anticipated that the consumer's actual revenue will grow to meet the required guarantee.

b) Making sufficient contribution of cash so that the Cooperative's net investment in new facilities, devoted exclusively to serving the consumer, is no greater than the anticipated annual revenue.

In cases of this kind, the consumer will be required to sign a contract by which he will guarantee and secure both:

- (1) To pay annually an amount including use of service equal to the Cooperative's net investment; and
- (2) To pay annually in equal monthly installments, for at least five years and for such further term as he takes service, an amount in addition to and independent of all other charges and for which no kilowatt-hour use shall be included, equivalent to eleven percent (11%) of the amount of the cash contribution.

Consumer's contracts may be adjusted upon any anniversary in which the revenue from use of service has been and may be reasonably expected to be greater than that required to support the Cooperative's net investment in the extension which is devoted exclusively to servicing those consumers.

## **2. Premature Investment**

In case of premature investment the Cooperative may require a non-refundable contribution from the prospective consumer in sufficient amount to cover the extra expense to the Cooperative of the premature investment.

## **3. High Proportion of Non-salvable Investment**

If the amount or proportion of the necessary non-salvable investment by the Cooperative is considered to be too large in comparison with the rest of the investment, then the Cooperative may require a written guarantee of revenue or a non-refundable contribution or a combination of both.

## **4. Unsatisfactory Credit Rating**

If there is questionable credit, the Cooperative may require a reasonable fee to secure payment of anticipated bills for an extended period or, as an alternative, the Cooperative may require a returnable contribution and a reasonable fee to guarantee payment of current bills.

**31.10 Security:**

The Cooperative may require adequate security, including the granting of a lien on the real property where the work is performed, to secure any outstanding payments.

**32. ABANDONED LINE REMOVAL**

Any extension built to serve a single consumer (regardless of the number of meters) shall be deemed abandoned when service is discontinued and request for reconnection is not made within the following twelve months. In such circumstances, at the Cooperative's sole option, the Cooperative may consider any interest of the consumer in the line extension plant and equipment, if any, forfeited. The consumer's interest in the plant in service may be retained in exchange for payment of the monthly facilities charge that would otherwise be due on the consumer's account or accounts if service were reconnected. The condition of facilities, size and right-of-way clearances may also incur cost to be paid 100% by consumer.

**33. NET-METERING GENERATING FACILITY**

Members who own and operate a net-metering generating facility with a capacity of not more than twenty-five (25) kilowatts are subject to these additional service rules:

**33.1 Applicable Standards**

A net-metering facility shall be consistent with the applicable standards established by the National Electric Code, National Electric Safety Code, and shall meet all applicable safety and performance standards established in the Oregon State Building Code.

**33.2 Disconnection Device**

As required by the Oregon State Building Code and in accordance with the National Electrical Code, an approved disconnecting device capable of isolating the net-metering facility from the Cooperative's system shall be provided by the member and shall be accessible to Cooperative personnel at all times.

**33.3 Interference**

No generating facility shall cause interference or disturb the quality of service to other members.

**33.4 Facility Inspection**

Generating facilities shall be inspected for safety assurance on a periodic basis acceptable to the Cooperative or as specified by applicable codes or industry standards.