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Your Touchstone Energy® Cooperative 

The Touchstone Energy logo consists of a stylized human figure with arms raised, formed by two curved lines in blue and orange, with a green arc at the base.

## **TERMS AND CONDITIONS FOR SUPPLYING ELECTRIC SERVICE**

Effective 01/01/93

Revised 01/26/94, 02/18/95, 01/29/96, 04/28/97, 7/1/98, 9/29/98, 1/1/02, 5/1/03,  
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## GENERAL STATEMENT

The Cooperative's *Terms and Conditions for Supplying Electric Service* to its Members is hereby adopted by the Board of Trustees.

As hereinafter used, "Member" shall be construed to be any Member or Member using Cooperative's electric service, and all of the following *Terms and Conditions for Supplying Electric Service* are applicable to all Members of the Cooperative regardless of Membership status.

As hereinafter used, "Cooperative" is construed to mean the management of the Cooperative.

It shall be the responsibility of management to implement these *Terms and Conditions for Supplying Electric Service* with such supplementary administrative rules, forms and/or specifications as may be necessary to properly enforce and carry out the intent of these *Terms and Conditions for Supplying Electric Service* as well as administer and properly apply the Cooperative's electric rate schedules.

If a conflict occurs between any provision(s) set forth in these *Terms and Conditions for Supplying Electric Service* and state or federal governmental regulatory authority, or laws of this state, the latter shall take precedence.

## SECTION I - REQUIREMENTS FOR SECURING ELECTRIC SERVICE

- A. **Membership Application:** All Members shall be required to be a Member of the Cooperative by completing a formal application for electric service on the Cooperative's standard form. The application for electric service shall constitute a binding contract between the applicant and the Cooperative in conformance to these *Terms and Conditions for Supplying Electric Service*, and the applicable rate schedule.
- B. **Enrollment Fee:** Each Member shall be required to pay a non-refundable account set up fee to establish each account in the Member's name. No enrollment fee shall be charged to establish an account of a surviving spouse of a deceased Member or to relocate an existing service.
- C. **Security Deposit:** The Cooperative reserves the right to require a security deposit for a residential, commercial or industrial account.
- D. **Rate Schedule:** The Cooperative shall make the determination of the appropriate rate schedule.
- E. **Lease & Affidavit:** Members requesting service for disconnected services for nonpayment and/or delinquent services may be required to provide
  1. Notarized lease document showing name of lessee, address, landlord with contact info, list of all occupants, and start date of the lease
  2. Signed affidavit stating that the person whose name the service was previously in no longer lives at the location and will not be living there in the future

## SECTION II - NEW SERVICE/LINE EXTENSIONS

### GENERAL SERVICE REQUIREMENTS

A pre-construction meeting with a URE representative is required for any new electric service or line extension to determine the location of distribution facilities including metering equipment and to determine the amount of contribution in aid of construction if applicable. Property pins must be installed and located prior to the preliminary construction meeting. Line extensions will normally be located along lot lines when appropriate. The Cooperative shall have sole discretion as to the location of all distribution facilities. Variance to Cooperative recommended location of distribution facilities may result in an additional contribution in aid of construction charge to recover any additional expense to the Cooperative. If any property damage occurs as a result of the deviation, repairs are at the member's expense.

The prospective Member, Builder or Developer requesting service shall provide an accurate site map indicating the proposed or existing structures, driveways, parking lot, leach field and any other underground facilities to assist with the engineering of the electric service and easement.

The Member, Builder, or Developer shall furnish and install the meter base in the manner and location specified by the Cooperative. The meter base shall be kept sealed, under control of the Cooperative and maintained by the Member. In those instances where electric service is supplied to a low profile structure or meter pole separate and apart from the electric consuming facility, then the member or

developer shall install a fused disconnect or breaker on the low profile structure or meter pole on the member's side of the meter base.

The point of service may be referred to as a point of delivery or the point of attachment. The Cooperative shall extend its facilities to the point of attachment designated by the Cooperative on the Member's pole, building or other suitable structure. The Cooperative at its option may own the point of attachment.

The Member shall provide an unencumbered path at the Cooperative's specified width for overhead or underground line extension. If the line extension is underground the path must be within six inches (6") of final grade. The Member shall be responsible for the installation of conduit raceway as required by the Cooperative such as but not limited to paved driveway and parking lot crossings and to Cooperative specifications for underground installations. The Cooperative is not responsible for excavation settlement after construction. **No electric facilities will be installed until paths are cleared, conduits are in place and/or the grade slip has been submitted to the Cooperative.**

The Cooperative reserves the right to assess the Member a trip charge for any unnecessary trips to the job site due to a problem caused by the Member. The Cooperative also reserves the right to **de-energize** any of its facilities if the grade is not to its safety standards.

#### **Utility Easement Agreement**

At the discretion of the Cooperative, an easement may be required for electric facilities. Easement(s) must be executed by the property owner(s) on the Cooperative's standard utility easement agreement. If the Member is not the owner of the property to be supplied with electric service or utility easement must be obtained from any adjoining property owners, the Member shall be ultimately responsible to obtain all necessary utility easements from any and all property owners necessary to furnish said electric service.

The member shall grant to the Cooperative and the Cooperative will maintain easement and/or road right-of-way according to its specifications with the right to cut, trim and control the growth of vegetation using mechanical or chemical methods within the easement and/or road right-of-way or that may interfere with or threaten to endanger the operation or maintenance of the Cooperative's electric facilities.

The minimum easement width, which may include existing road right of way, shall be as follows:

<b>Distribution Type</b>	<b>Width</b>	<b>From Centerline</b>
• Overhead Three Phase Primary	30'	15'
• Underground Three Phase Primary	20'	10'
• Overhead Single Phase Primary	20'	10'
• Underground Single Phase Primary	20'	10'
• Overhead Three Phase Secondary	20'	10'
• Underground Three Phase Secondary	20'	10'

The member shall be responsible for providing a clear unobstructed path free of vegetation and debris 6 inches from final grade prior to the installation of electric facilities. Permanent service shall not be energized until all applicable permits and/or easement(s) are received and all fees and/or CIAC (contribution in-aid to construction) are paid.

If no governmental authority has jurisdiction over the wiring owned by the Member, said Member wiring shall be installed in accordance with the current edition of the National Electrical Code and the specifications and regulations of the Cooperative.

The Cooperative reserves the right to require adequate protective posts or barriers at the expense of the Member where electric facilities are installed in areas of vehicular traffic.

All electric facilities installed by the Cooperative shall remain its property unless otherwise agreed to in writing.

## **SINGLE-PHASE SERVICE**

### **1. Single-Family Residence:**

The Cooperative shall extend up to five spans of single-phase primary electric distribution facilities to a permanent single family residence at no cost to the Member constructed along and immediately adjacent to any existing road right of way limits having been legally dedicated for public use by a governmental authority.

A permanent single family residence is defined as a home used year round for habitation with its own water system, sewage system and permanent foundation.

The Cooperative will supply the service conductor from the transformer to the service point. Residential Service exceeding 320 Amps in size will be evaluated on a case-by-case basis in the same way as a single phase commercial service (see section 2. Commercial).

### **Contribution In Aid of Construction (CIAC)**

The following guidelines shall be used to calculate (CIAC):

1. The measurement to calculate the CIAC shall begin from the closest point of contact of existing electrical distribution facilities from which the line extension is to be constructed, or from the nearest public road right-of-way when existing facilities are installed on the opposite side of the roadway. The measurement shall follow the proposed path as determined by the Cooperative and will normally be located along property lines when practical.
2. Additional line extension charges shall be levied for changing the original path at the request of or caused by the Member/builder or for reasons deemed appropriate by URE.
3. Payment of the CIAC must be made in full prior to permanent service being energized.
4. Management has authority granted by the Board of Trustees February 26, 2006 to use its discretion to waive a portion or all of the CIAC when the owner/builder has choice of the electric supplier due to territorial lot split.

## **2. Commercial:**

The Cooperative shall extend single-phase electric distribution facilities to a commercial business where, as determined by the Cooperative, the elements of a business operation exist and where electric service is normally used on a year round basis.

The Member is responsible for providing and installing any necessary meter bases, CT cabinets, disconnect switches, concrete transformer pads, grounding grid, underground conduits, transformer protection posts and cable trenching required for the secondary service. Members with services larger than 400 amps will be required to provide, install service conductors and transformer connection lugs.

All meter bases, CT cabinets or service disconnect switches mounted in a location exposed to vehicular traffic or delivery docks must be shielded from contact with protection posts or railing. These protection devices should not interfere with the ability to remove meters or opening of the utility equipment doors. Overhead service to a commercial building will be at the discretion of the Cooperative.

The Member shall be required to pay a contribution in aid of construction at 100% of the actual cost for all electric distribution facilities necessary to provide electric service from the point of attachment of existing distribution facilities including line extension along a public road right-of-way unless the projected revenue is sufficient to justify the investment and operating expenses as determined by the Cooperative.

## **3. Other Temporary, Permanent or Seasonal Single-Phase Services:**

The Cooperative shall extend single-phase electric distribution facilities to a member that is not a residence or commercial business provided the Member pay a contribution in aid of construction at 100% of the actual work order cost for all electric distribution facilities necessary to provide service from existing distribution facilities including line extension along a public road right-of-way. Types of services



are, but not limited to, a barn, garage, pump, grain dryer, cabin, trailer, billboard, etc.

The Cooperative encourages its Members or prospective Members to provide the electric service to these types of loads from the existing service panel if possible. When this is not practical, the Cooperative will provide the engineering services for one (1) cost estimate upon an up-front non-refundable payment of a \$100 engineering charge credited toward the completion of the project. Members or prospective Members shall be charged a trip charge for each additional request of more than one (1) field trips for re-engineering estimates.

If the member chooses to serve a temporary, permanent or seasonal single-phase and later connects a single-family residential service to these facilities, the member may be entitled to a partial refund if either of the following events take place:

1. The individually metered residential service—has passed a permanent electrical inspection by the County governing authority within one year of the date in which the original permanent single-phase service was connected.

2. The residential service is served from existing permanent single-phase facilities and has received the permit for permanent electric service within 36 months of the date in which the original permanent single-phase service was connected.

The amount of the refund shall be determined at the discretion of the Cooperative.

**Reconnection of a temporary, permanent or seasonal service having been disconnected at the request of the Member shall be charged a connect fee in addition to a sum equal to the monthly base charge specified in the applicable rate schedule for each month the service was disconnected.**

#### **4. Multi-Unit Residence:**

The Cooperative reserves the right to require multiple unit residence to be separately metered. The Member or owner of an apartment house or a single family house which is converted or constructed for separate and individual living quarters or dwelling units for more than one family shall, upon request of the Cooperative, install at the owner's expense separate wiring so that each dwelling unit can be metered and billed separately. The Member or owner shall also be responsible for obtaining and installing gang meter bases that are used to separate services. The meter bases shall be subject to the approval of the Cooperative. All multi-unit buildings whether they are residential or commercial that receive electric service from a single transformer are required to provide a lockable load break disconnect switch so that service to individual tenants may be interrupted for maintenance purposes. Members with services larger than 400 amps will be required to provide and install service conductors and transformer connection lugs. Any conduit crossings for services will be installed and provided by the Member. The Cooperative has the sole discretion as to the definition of a multi-unit dwelling.

All gang meter bases shall have each service location labeled with a permanent identification tag in order to correctly identify which meter corresponds to a particular dwelling. (see NEC code 225.37, 230.2 (B) (1), and 230.2 (E).

### **5. Temporary Construction Service (per service):**

A Member or the Member's contractor may request temporary construction power from an existing transformer. A temporary construction service shall be defined as to not exceed a two year, 24 month period. The Cooperative may install a temporary service structure at no charge or the Member may install his/her own temporary service structure in accordance with Cooperative specifications. Modification or damage of URE's temporary service will result in additional charges. Any electric facilities required to be installed for the purpose to provide the temporary service shall fall under the appropriate line extension guidelines for determining CIAC. Any electric facilities that are not incorporated into the permanent service shall be removed at 100% of the cost of removal to the Member.

- |  |                           |
|--|---------------------------|
| 1. Single-phase Member owned temporary structure:      | \$0.00                    |
| 2. URE supplied single-phase temporary structure:      | \$0.00 first year         |
| 3. URE supplied single-phase temporary structure/year: | \$300/yr after first year |

### **6. Temporary Electric Service**

When electric service is required temporarily for any purpose, the applicant shall pay a CIAC with the Cooperative for the total estimated cost of construction, plus any total estimated cost of removal, minus the estimated salvage value of all equipment and materials.

### **RESIDENTIAL PLATS**

Residential plats (subdivisions) are defined as single family homes or condominiums that must meet the following criteria:

- Recorded and platted by the Developer with the appropriate electric and natural gas utility easements

Lots served by dedicated public roadways maintained by a governmental authority Residential plats (subdivisions) must also meet 2 or more of the following criteria:

- Average density of no less than two single family residence per acre
- Street and building lot layouts that allow the Cooperative to serve a minimum average of two homes per transformer
- Provides 15 building lots or more

The Developer and the Cooperative shall execute a written Developer Agreement outlining payment requirements and other terms of construction and service prior to facilities being installed.

For developments that do not meet the criteria of a residential plat the Cooperative will address the installation of its primary, secondary and services as described in Single-Family Residence on page 7 of these terms and conditions.

## **COMMERCIAL PARK DEVELOPMENTS**

Commercial Parks shall be defined as a large tract of land developed for the express purpose of locating multiple businesses and industries. The Cooperative shall locate and install primary distribution facilities within platted and recorded easements designated for electric utilities. The Developer will be required to pay a contribution-in-aid of construction for the installation of Cooperative facilities –to be determined through an economic analysis of the proposed business revenues and cost to serve. Individual businesses or industries may be required to provide additional CIAC for their services which is beyond the primary distribution provided to the development.

The location of primary distribution facilities for any type development shall be based on sound engineering standards and least cost approach to the Cooperative. Any variance to the location of the distribution facilities by the Developer or other controlling authorities may result in additional contribution in aid of construction assessed to the Developer to recover any additional expense to the Cooperative. The Developer must sign an Agreement for Electric Facilities for High Density Developments.

The Cooperative reserves the right to require the developer to install conduit raceway for all or portions of the cables to be installed in the development.

The Cooperative shall have sole discretion of charging a CIAC based on a percentage of a minimum of 40% up to 100% of the total estimated cost to install electric facilities. The amount of the CIAC shall be determined at the sole discretion of the Cooperative based on factors that include, but not limited to, housing markets, other economic conditions and prior performance history of the developer. Such CIAC must be paid in advance of installation of electric primary facilities.

## **OUTDOOR LIGHTING**

### **1. Private Lighting**

Any Member may request lighting from the Cooperative to provide lighting to private property available in post-top, flood and mast arm units. A contribution in aid of construction and three-year agreement shall be required prior to the installation of any private light.

### **2. Public Street Lighting**

Street lighting services are available to governmental bodies and developers to provide roadway lighting on public roads. The services will be provided under contract to governmental agencies and under standard tariffs to commercial and industrial Members. A contribution in aid of construction shall be required prior to the installation of street light facilities installed by the Cooperative.

## **THREE-PHASE SERVICE**

### **1. Individual**

Where an extension or expansion of Cooperative's facilities is necessary to provide three-phase electric service, the Cooperative reserves the right to require a contribution in aid of construction where, as determined by the Cooperative, the probable additional revenue is insufficient to justify the investment and operating expenses involved.

The Cooperative reserves the right not to furnish three phase service to Members when the Cooperative determines that single-phase service will adequately supply the Member's load requirements. The Cooperative also reserves the right to determine whether the service conductor will be overhead or underground.

The Member shall be responsible for the installation of any concrete transformer pads, grounding grid, switchgear pads, secondary cabinets, transformer pad grounding, C.T./P.T. cabinet, meter bases, transformer protection posts, secondary service cables, service cable connection lugs and conduit raceways as required by the Cooperative in accordance with Cooperative specifications. The Cooperative will provide the necessary C.T. / P. T. metering devices as well as the meter for the Member's facility. A 320 amp 120/208 V three-phase self-contained meter base may be made available at the discretion of the Cooperative.

The Member shall be responsible for providing adequate access to the transformer including a road base to the transformer sufficient for the Cooperative's utility vehicles.

### **2. Multiple Tenants**

Three-phase facilities may be requested by a commercial builder for multiple-tenant buildings. In the event a tenant requests or requires single-phase service from the three-phase service, the tenant and building owner may enter into a written agreement with the Cooperative to make the necessary changes to the electric facilities to provide single-phase service. The owner shall reimburse the Cooperative all costs associated with providing the single-phase electric service.

Contribution in Aid to Construction (CIAC) may be required at the discretion of the Cooperative.

All multi-tenant buildings whether they are residential or commercial that receive electric service from a single transformer are required to provide a lockable load break disconnect switch for each tenant service so that service to individual tenants may be interrupted for maintenance purposes. Members with services larger than 400 amps will be required to provide and install conductors with connection lugs.

All gang meter bases should have each service location permanently tagged in order to identify which meter corresponds to a particular business space. (see NEC code 225.37, 230.2 (B) (1), and 230.2 (E).

### **3. Temporary Three-Phase Service**

The Cooperative will provide temporary three-phase service. The member or contractor shall be responsible for paying 100% of the cost of construction to install and remove as a contribution in aid to construction. The CIAC must be paid in full prior to the start of the project.

## **SECTION III - USE AND RESPONSIBILITY OF ELECTRIC SERVICE**

### **A. USE OF ELECTRIC AND POWER CONDITIONING**

The electricity supplied by the Cooperative is for the exclusive use of the Member on the premises to which such energy is delivered by the Cooperative. Service shall not be shared with another, sold to another or transmitted off the premises unless approved by the Cooperative. If this restriction is violated, the Cooperative reserves the right to discontinue electric service without notice.

The Member's electrical equipment shall be operated and controlled so as not to cause electrical disturbances on the Cooperative's system or to be detrimental to the service furnished other Members of the Cooperative.

The Cooperative reserves the right to require the Commercial or Industrial Member to install at the Member's expense such power factor corrective equipment to achieve a minimum of 92.5% power factor; and to require any necessary equipment to prevent undue voltage fluctuations so that it is not necessary for the Cooperative to supply excess capacity and facilities. The Cooperative reserves the right to require the Member to install such controls that are necessary to prevent voltage or other disturbances on the Cooperative's system that would be detrimental to service furnished to other Members.

Where the Member installs equipment/appliances with sensitive electronic components such as computer microprocessors and other devices containing programmable controllers, it is understood that the Cooperative cannot guarantee to provide the special voltage and power needs required by sensitive electronic equipment at all times. It shall be the responsibility of the Member to install, own, operate and maintain appropriate "power conditioning equipment" in order to protect such devices from damage due to power line noise, voltage fluctuations, power interruptions, spikes, transient surges, harmonic distortions or other types of power disturbances which may be construed as being less than suitable to such sensitive electronic components.

## **A. RESPONSIBILITY**

The point at which service is delivered by the Cooperative to the Member, to be known as a "point of delivery," shall be the point at which the Member's facilities are connected to the Cooperative's facilities. The Cooperative's responsibility and liability terminates at the point where the Cooperative's service drop conductors first contact Member's building structure, mast pipe or other such service terminating structures or facilities. All such terminating facilities shall be approved by the Cooperative but shall be owned, operated and maintained by the Member. If the meter base needs to be inspected or worked on, the Member needs to contact the office to set up a date and time so the service can be disconnected. The Cooperative reserves the right, but shall not have the duty, to determine the suitability of apparatus or electrical facilities to be connected to its lines, to determine whether the operation of such shall be detrimental to its general supply of electricity, and further reserves the right to refuse to supply, or to discontinue the supply of electricity until such time as the Member shall conform to the Cooperative's regulations. The Cooperative also reserves the right to disconnect and remove its facilities without notice when in its judgment it deems that the Member's terminating structure or facility is inadequate.

The Member shall use reasonable care in designing his electric wiring and circuits. The Member's electric loads shall be connected to Member's circuits so that the loads on the individual phases, legs and circuits of the Cooperative's service conductors are properly balanced. The electrical facilities must conform to the National Electric Code. In no event shall the Cooperative be under any obligation to inspect the electrical facilities of the Member, but where the Cooperative has a reason to believe that the electrical facilities of the Member do not comply with recognized requirements, the Cooperative may refuse to supply electricity to the Member.

The Member shall be responsible for notifying the Cooperative of any plans for adding electrical facilities that might overload or impair the electrical service or the facilities of the Cooperative. The Cooperative will upgrade its facilities at no charge to the Member if, as determined by the Cooperative, the probable additional revenue is sufficient to justify the investment and operating expenses involved or a CIAC will be charged. The Member shall also notify the Cooperative of unusual electrical facilities to be added and obtain the consent of the Cooperative for the use thereof.

The Member shall be responsible at all times for the safekeeping of all Cooperative property installed on the Member's premises and to that end shall give no one, except authorized Cooperative employees, access to such property.

The Member shall be liable for the cost of repairs or damage to the Cooperative's property on the Member's premises resulting from the negligence of, or misuse by others than Cooperative employees. In the event of damages to the Cooperative's property on the Member's premises, the Cooperative may require a reasonable security deposit to insure payment for repairs in the event of future damage.

**Member's will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Cooperative installed on the Member's premises. The member hereby agrees that no one except the employees of the Cooperative shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the cooperative. The Cooperative shall have the right during regular working hours and in emergencies to enter the premises of the consumer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of the apparatus and property, and the right of entire removal of the cooperative's property in the event of the termination of the contract for any cause. The Member will keep the area where the Cooperative's apparatus and property are located free from obstruction, danger and/or safety hazards. The Cooperative's agent will, upon request, show credentials and state the reasons for requiring access.**

The Cooperative shall not in any event be liable for loss injury or damage to any person or property whatsoever, resulting directly or indirectly from the Member's use, misuse, equipment, or presence of the said electricity on the Member's premises or elsewhere, after it passes the Cooperative's metering equipment or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the wires or electrical facilities of the Member. The Cooperative retains all responsibility only with respect to the actions of its employees in connection with property owned by the Cooperative.

For safety reasons, nothing other than Cooperative owned equipment whether temporary or permanent may be attached, leaned against or generally blocking access to Cooperative owned electric facilities at any time. Any member-owned property including, but not limited to, signs, basketball equipment, security lights, etc. found to be attached, leaned against or generally blocking access to Cooperative owned facilities, will be immediately removed by Cooperative personnel. This provision does not apply to meter poles owned by the Cooperative with member-owned service wires and meter bases attached.

## **B. METER ACCURACY**

The Cooperative will maintain an accuracy of its meters of plus or minus two percent in accordance with the Ohio Revised Code. The Cooperative, by employees or its agents, will visit the service and visually read the meter of all Members annually except when prevented by extreme weather conditions, unforeseen problems, inaccessibility or when other circumstances dictate.

If a meter fails to register correctly, the meter will be replaced with a calibrated meter. Each meter shall be tested and calibrated to plus or minus two percent accuracy before being placed in service at a given location. The arithmetic average of light load and full load tests will be used to determine overall accuracy of the meter.

Upon request by a Member, the Cooperative shall test the meter provided that such tests are not made more frequently than once in 24 months. The type of test for

single-phase meters shall be a comparison test at the Member's location with a calibrated meter or with calibrated meter test set. Three phase meter tests shall be conducted by replacing the meter in question with a calibrated meter and testing with calibrated meter test set. If tests of meters are required by the Member to be made more frequently than once in 24 months, the Cooperative shall require a meter test fee. The fee will be refunded if the meter tests faster than 102 percent or slower than 98 percent.

If the meter is found to be in error greater than two percent, an adjustment will be made on the Member's electric bill per section VI – Billing and Payment for Service. In the event the metering equipment installed by the Cooperative fails to properly register the energy during any period, the consumption for such period will be estimated upon all known facts and billed accordingly, or at the option of the Cooperative, shall be estimated from the amount of energy used during a period in which the Member operated under conditions similar to those existing during the period in which the metering equipment failed to properly register energy consumed.

### **C. Estimated Bills**

The Cooperative attempts to read meters on a monthly basis but there are occasions when it is impractical due to circumstances beyond control. In such circumstances the Cooperative will render an estimated bill based upon past use of service.

### **D. IDLE SERVICES**

Any service that has been disconnected for a period longer than one year will be classified as abandoned and is considered an Idle Service. The Cooperative will attempt to contact the property owner to determine the future need for electric service when services have been disconnected and left idle. The Cooperative, at its discretion, may remove the idle electric facilities. If an idle service is removed and service is requested in the future at that location, the request will be treated as a new service. All costs associated with a new service installation will be calculated in accordance with the line extension policy in effect at the time of the request. The Cooperative requires services that have been idle for more than 12 months to be inspected by the governmental authority prior to reconnect.

## **SECTION IV - QUALITY AND CONTINUITY OF ELECTRIC SERVICE**

The quality of electric service supplied by the Cooperative shall be in accordance with the accepted standards of the industry. The Cooperative shall maintain adequate facilities and trained personnel for maintaining quality electric service. The Cooperative's nominal standard voltage for standard lighting and other domestic uses shall be 120/240 volts, 60 cycles, single-phase alternating current. Other voltages may be furnished by special arrangements with the Cooperative and at the option of the Cooperative. The Cooperative will endeavor to maintain the voltage within 7.5 percent of the standard voltage.



The Cooperative will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Cooperative shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, loss of power supply beyond its control, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Cooperative, extraordinary repairs, or any other cause beyond its control.

Vegetation management in or near the electric distribution facilities shall be performed on a schedule of approximately four years with the exception of trees that are of a faster growing variety requiring more frequent cutting. Minimum clearance must meet all applicable codes.

The Cooperative shall be prompt and diligent in reenergizing its facilities and restoring its service as soon as it believes that in the exercise of reasonable care for the protection of the public and the employees of the Cooperative such action can be taken with reasonable safety.

When Cooperative personnel are dispatched to restore an outage and the problem is determined to be on the Member's side of the service, the Cooperative may charge the Member a service fee. If after investigation, it is determined that the Cooperative's electrical facilities are not at fault, a service charge may be assessed.

In the event of an adverse condition or disturbance on the system of the Cooperative, or any other system directly or indirectly interconnected with it which requires automatic or manual interruption of the supply of electricity to some Members in order to limit the extent or duration of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, the Cooperative may, without incurring liability, take such action as appears reasonably necessary.

## **SECTION V – SPECIAL MEMBER SERVICE REQUESTS**

### **A. CONVERSION FROM OVERHEAD TO UNDERGROUND SERVICE**

Any request to convert overhead facilities to underground for the convenience of the Member shall be at 100% of the actual cost.

### **B. CONVERSION FROM OVERHEAD TO UNDERGROUND – PUBLIC AUTHORITY**

The Cooperative shall not be required to construct general distribution lines underground unless the cost of such special construction for general distribution lines and/or the cost of any change of existing overhead general distribution lines to underground which is required or specified by a municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority. The "cost of any change" as used herein, shall be the cost to the

Company of such change. The “cost of special construction” as used herein, shall be the actual cost to the Company in excess of the cost of standard construction. When a charge is to be based on the excess cost, the Company and the municipality or other public authority shall negotiate the amount thereof.

### **C. RELOCATION OF ELECTRIC FACILITIES**

The Cooperative reserves the right to deny any request, temporary or permanent, to relocate electric distribution facilities owned by the Cooperative for any reason. If the Cooperative agrees to relocate its electric facilities and a suitable relocation exists, the Member shall be charged 100% of the actual cost in advance of said relocation.

If in the opinion of management that it is in the best interest of the Cooperative and the member, management may direct electric facilities to be moved at the expense of the Cooperative particularly if facilities in question constitute a safety hazard to the public.

### **D. SERVICE UPGRADE**

Service upgrades may be charged a CIAC at the discretion of the Cooperative using the line extension guidelines contained herein for new construction based on single-family, commercial or other types of service.

### **E. EXCESS FACILITIES**

If the Member requests facilities in excess of those normally furnished and the Cooperative agrees to furnish excess facilities, the Member shall pay a contribution in aid of construction equal to the increased cost to the Cooperative.

### **F. POLE TOP SWITCH INSTALLATION**

As of September 30<sup>th</sup>, 2001, the Cooperative will no longer support the installation of a new pole top switch. It has been and shall continue to be the policy of the Cooperative that these devices are Member owned and are to be Member maintained.

All work performed by the Cooperative on a pole top switch shall be billed to the Member at 100% of actual costs. The Cooperative encourages its Members with pole top switches to replace the switches with a standard 200 amp or 320 class meter base instead of repairing or installing a new switch.

### **G. EMERGENCY GENERATION**

The Cooperative permits the use of emergency generating equipment for operation only in the event the Cooperative's electric power supply is interrupted. Periodic testing is permitted. Where the Member has emergency generating equipment installed, the Member shall install and maintain all necessary double throw switching and protective devices so that it will be impossible for the Member to operate his generating equipment in parallel with the Cooperative's electric system.

All generating equipment, wiring and switching installation shall be in conformance with the National Electric Code.

The commercial and industrial Member will use lockout/tagout procedures in accordance to OSHA standards. The Cooperative reserves the right to discontinue its service without notice, if the Member's installation does not at all times comply with these provisions and requirements. All Member equipment shall be installed beyond the metering point.

Residential, Agricultural and Commercial Members that are equipped with an emergency generator are requested to notify the Cooperative in writing or by telephone. This information will be noted on the Member's account to ensure during electric restoration efforts Cooperative employees are aware of this power source.

#### **H. DISTRIBUTED GENERATION**

The Cooperative will comply with requirements of Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 and all governmental regulations lawfully promulgated thereunder (PURPA). The Cooperative will interconnect with and operate in parallel with any qualifying facility which meets all Cooperative's rules and regulations. Any residential member wishing to interconnect a generating system of 25 KW or less single phase to the cooperative system will be covered by the net metering rate N. The member must sign a net metering agreement and pay a filing fee to submit their generating facilities plans for review.

#### **I. AUTOMATIC TRANSFER OF ACCOUNT FROM RENTER TO PROPERTY OWNER**

A Member who owns a residence or business but rents it to other Members periodically may have the account automatically revert to his name without disconnection at the request of the renter by completing the appropriate form available at the Cooperative's office.

### **SECTION VI – BILLING AND PAYMENT FOR SERVICE**

The Cooperative has a monthly cycle billing format. The Cooperative will send the bill to the address furnished by the Member. Failure to receive the bill does not relieve the Member of the responsibility for timely payment.

Payments for electric service may be made at the Cooperative's office at 15461 U.S. Route 36, P.O. Box 393, Marysville, OH 43040, during regular business hours excepting holidays. A night depository is provided for the convenience of the Members. Payments received in the Cooperative's night depository are considered as a payment made on the following business day. Payments can be made electronically at [www.ure.com](http://www.ure.com). Payment settling times may vary, please contact the office with questions.

Bills not paid by the close of business on the penalty date printed on the electric bill shall forfeit the five percent (5%) discount.

Cash, personal checks, money orders, credit cards (Visa & MasterCard only), bank draft and electronic checks are acceptable forms of payment. Payments can be made using the automated pay-by phone service by calling (877) 999-3413. The account number and Personal Identification number (PIN) is required to use this service. The Cooperative is not responsible for discrepancies in cash payments made by mail or in the night depository. **Two party checks will not be accepted.** Members who have had two or more checks returned for insufficient funds shall be required to make future payments by cash or money order. The Cooperative may charge the Member a fee for all checks returned for insufficient funds.

In the event of an accounting/billing error, an adjustment shall be made retroactive to the date of highest confidence to account for and correct the error. If the Member owes the Cooperative, payment arrangements may be made with mutually agreed terms. If the Cooperative owes the Member, the Member's account shall be credited the amount of the error within one year from the discovery of the error, by means of twelve equal payments, unless an accelerated payment arrangement is determined acceptable by URE.

## **SECTION VII - COLLECTION AND DISCONNECT PROCEDURES FOR NONPAYMENT**

### **A. TERMINATION OF SERVICE FOR NONPAYMENT**

Accounts which are delinquent more than 30 days are subject to having electric service disconnected. The Cooperative, prior to disconnecting said delinquent service, shall issue a balance forward on the monthly bill indicating the delinquent amount, which shall serve as the delinquent notice at least 10 days prior to the date for disconnection. Failure of the Member to receive the bill/notice does not relieve the Member of responsibility for timely payment.

If the delinquent amount of the account is not fully paid prior to the disconnect date indicated on the delinquent notice, the electric service may be terminated without any further notice to the Member.

If payment has not been received in the Cooperative office prior to the date of disconnection, the Cooperative may attempt to collect the delinquent amount or service will be terminated for non-payment. If the Cooperative dispatches an employee or agent to the service address to collect payment\* a collection fee will be charged according to the current Schedule of Fees and Charges.

\*To comply with the federal Red Flag Rules regarding identity theft and for employee safety, payments will not be accepted in the field. During the collection visit, members will be directed by the employee or agent to contact the office to make payment or to make payment online at [www.ure.com](http://www.ure.com).

The Cooperative will only disconnect electric service for nonpayment during normal business hours. The Cooperative will not disconnect for nonpayment after 12:30 PM on days preceding holidays or on Fridays.

## **B. RESIDENTIAL PAYMENT ARRANGEMENTS**

The Cooperative reserves the right to offer the following payment arrangements for delinquent residential accounts:

1. Two-week extension on payment of the delinquent amount from the date of disconnection for nonpayment in addition to full payment of the current month billing.

Members failing to meet the commitments on any payment arrangement are in default of their payment arrangement and shall be subject to immediate termination of electric service.

## **C. NON-RESIDENTIAL PAYMENT ARRANGEMENTS**

The Cooperative reserves the right to offer payment arrangements for non-residential delinquent accounts. Any payment arrangements for non-residential delinquent accounts shall be unique to that Member.

## **D. RECONNECTION OF ELECTRIC SERVICE DISCONNECTED FOR NONPAYMENT**

Accounts, which have been disconnected for nonpayment, shall be reconnected following payment in full of the delinquent amount, the current billing, a security deposit and any applicable fees. A reconnect fee shall be assessed for any service disconnected for non-payment according to the Schedule of Fees and Charges.

## **E. 30 DAY MEDICAL CERTIFICATE**

Any Member subject to termination of their electric service for non-payment with a medical condition dependent upon electric service that without electric service would be "Especially Dangerous or Life Threatening" to the health of the Member, family Member residing in the home or individual under the care of the Member, is required to have a licensed physician or local Board of Health physician complete a 30 Day Medical Certificate. Provided the 30 Day Medical Certificate is completed by a licensed physician or local Board of Health physician and returned to the Cooperative office within seven days of the Member's request for special consideration, electric service shall not be terminated for non-payment during the term of the certificate. The 30 Day Medical Certificate is renewable three consecutive times for a maximum of 90 days.

## **SECTION VIII - TERMINATION OF ELECTRIC SERVICE FOR REASONS OTHER THAN NONPAYMENT**

Service may be disconnected at the Cooperative's discretion under the following conditions:

1. At the request of the Member;
2. In event that it is a prudent matter of safety to disconnect electric service to perform construction or maintenance or special monitoring service;
3. To a Member who is using electricity in a manner which is detrimental to the electric service of other Members;

4. To a Member in conflict or incompatible with the laws of the State of Ohio or the Federal Government and/or any of its agencies;
5. To a service location that has been vacated;
6. When supplying electricity creates a dangerous condition on the Member's premises or where because of conditions beyond the Member's premises, termination of the supply of electricity is reasonably necessary;
7. In the event the Member uses fraudulent practice in obtaining electricity or is the beneficiary of such fraudulent practice.
8. By order of public authority

## **SECTION IX – MEMBER FINANCIAL SECURITY**

### **1. Security Deposit**

The Cooperative reserves the right to require a security deposit from a Member. The security deposit shall be according to the Ohio Revised Code. Security deposits shall be required for, but not limited to, the following:

- a. A beacon score of less than 650 at sign-up
- b. Intentional or unintentional damage to Cooperative property
- c. Disconnection of electric service for non-payment
- d. Filing protection under bankruptcy laws
- e. Theft of electricity
- f. Two returned checks for insufficient funds within a 12 consecutive month period.

A security deposit shall be refunded provided the Member maintains payment of their current monthly bill for twelve consecutive months. If the Member discontinues service and moves off the Cooperative's system, the security deposit, with interest, shall be applied to the Member's final bill.

Simple interest at 3% shall accrue on deposits held by the Cooperative.

The Cooperative reserves the right at any time to re-evaluate the adequacy of a deposit and/or credit worthiness of the member and adjust the deposit accordingly.

### **2. Commercial / Industrial Security**

- a. The Cooperative reserves the right to require a security deposit from a Member according to the Ohio Revised Code 4933.17.
- b. A surety bond may be furnished in lieu of a cash deposit for commercial and industrial members and if requested and if the member is qualified as acceptable by reputable insurance underwriters. A guaranteed arrangement for keeping the surety bond in force must be agreed upon and the minimum amount of the surety bond must be no less than twice the anticipated or current billing. The surety bond shall be subject to the approval of the Cooperative in its sole discretion and the bond shall be in the form as approved by the Cooperative, and shall specifically provide that it shall not be cancelled or otherwise rendered ineffective by principal thereof or the

surety except upon sixty (60) days prior notice thereof given in writing to the Cooperative. Failure to have a valid bond in force and effect shall be considered a breach of contract for the furnishing of electric service to the member and the Cooperative shall, in its discretion, be entitled to any remedy as otherwise provided, but specifically including the right to terminate electric service.

3. Upon termination of electric service to any member for any reason, the security deposit is applied to any unpaid amount owed the Cooperative before refunding any remaining balance of the deposit to the member.

#### **SECTION X - PARTICIPATION IN LOAD MANAGEMENT PROGRAMS**

Members may elect to participate in the load management programs as offered by the Cooperative, thereby receiving the incentives offered in the programs, provided they adhere to program guidelines. Failure by the Member to adhere to the program guidelines shall result in forfeiture of any future incentives and/or the Member refunding all or part of program incentives issued to him.

The Cooperative may at its discretion offer new load management programs or withdraw existing load management programs.



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**SCHEDULE OF FEES AND CHARGES**  
**Effective June 1, 2013**

Enrollment Fee.....	\$10
Return Check.....	\$35
Trip Charge During Business Hours	
Collection/Reconnect/Service.....	\$35
Three-phase Reconnect Fee.....	\$250
Trip Charge After Business Hours	
Collection/Reconnect/Service.....	\$100
Outage Call-Out for Member Owned Equipment.....	\$125
Construction Crew Trip Charge.....	\$250
Single-Phase Other Engineering Charge.....	\$100
Meter Locking Ring Fee.....	\$35
Meter Test.....	\$25
320 Ampere Meter Base.....	Actual Cost
Locate Non-URE Underground Cable.....	\$50