# Steuben Rural Electric Cooperative, Inc.

# Rules and Regulations

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#### **Section 1. General Information**

#### Office Hours

Regular office hours at the Bath District office of Steuben Rural Electric Cooperative (the "Cooperative") are 7:30 a.m. to 4:00 p.m., Monday through Friday. Regular office hours at the Cherry Creek District office of the Cooperative are 7:00 a.m. to 3:30 p.m., Monday through Friday. All offices are closed on Saturday and Sunday. The Cooperative's offices will also be closed for the following Holidays:

- ➤ New Year's Day
- ➤ Martin Luther King Day
- > Presidents' Day
- ➤ Good Friday
- ➤ Memorial Day
- Fourth of July
- ➤ Labor Day

- Columbus Day
- > Veterans Day
- > Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

#### Area Coverage

It is the desire and intention of the Cooperative to make electric service available to all persons located in the Cooperative service area, who desire permanent service, under prevailing rates and conditions of service.

The Cooperative shall not construct extensions or additions to the system which involve a service already receiving electric service from a neighboring utility at the time of such request without the consent of the existing supplier or the consent of the Board of Directors of the Cooperative.

The Cooperative's service territory is divided into two districts, the Bath District, and the Cherry Creek District. Service coverage for these areas is as follows:

#### Bath District:

Steuben County: The Town of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Canisteo, Cohocton, Corning, Erwin, Fremont, Greenwood, Hornby, Hornellsville, Howard, Jasper, Lindley, Rathbone, Thurston, Troupsburg, Tuscarora, Urbana, Wayne, West Union, and Woodhull.

Schuyler County: Town of Orange

#### Cherry Creek District:

Cattaraugus County: The Towns of Conewango, Dayton, Leon, Napoli, New Albion, and Randolph.

Chautauqua County: The Town of Hanover, Arkwright, Villenova, Cherry Creek, Gerry, and Ellington.

#### References

- Policy 300
- > Bylaws, Article IV, Section 7.

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#### Section 2. How Service May Be Obtained

#### Requirements for Membership

Any person, firm, association, corporation, or body politic or subdivision thereof may become a member in Steuben Rural Electric Cooperative, Inc., (hereinafter called the "Cooperative") by:

- > Filing a written application for membership therein;
- > Agreeing to purchase from the Cooperative electric energy as hereinafter specified;
- Agreeing to comply with and be bound by the Articles of Incorporation and Bylaws of the Cooperative and any Rules and Regulations adopted by the Board of Directors; and
- > Paying the membership fee hereinafter specified.

No member may hold more than one (1) membership in the Cooperative, and no membership in the Cooperative shall be transferable.

#### Membership Fee

Each applicant for membership is required to pay a \$25 membership fee, nonrefundable, to the Cooperative. New membership fees are not required of former members moving to a new location.

#### Connection Fee

All service connections will require the member to pay a connection charge. When more than one connection is made at one location at the same time as part of one request by one member, only one connection fee will be charged. When a service transfer is made from one member to another member, a connect fee will be assessed.

#### **Previous Bills**

Any outstanding amounts which the member has previously incurred at the Cooperative for the same or any other location must be paid in full before service will be established.

#### **Deposit Requirements**

All deposits will be required and held consistent with Part 451, Chapter X, Title 21, NYCRR and in accordance with the following:

#### Nonresidential

It shall be the option of the Cooperative to require a nonresidential customer to deposit a reasonable sum of money, according to the estimated quantity of electricity necessary to supply the customer for 2-calendar months.

#### Residential

It shall be the option of the Cooperative to require a deposit as a condition of receiving electric service from seasonal or short-term customers and delinquent, current, residential customers. Such deposit shall be twice the average, estimated or actual monthly bill for a calendar year, except in the case of electric space heating customers, where deposits shall be twice the estimated or actual average monthly bill for the calendar year. Delinquent, current, residential customers shall be provided with written notice at least 20 days before the Cooperative may assess a deposit and shall be permitted to pay the assessed deposit in installments over a period not to exceed 12 months. In no instance shall the Cooperative require a deposit from any customer that the Cooperative knows is 62 years of age or older or is a recipient of public assistance, SSI, or additional State payments.

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#### Deposit Interest

Interest at the rate prescribed by the New York Power Authority or better shall be credited to the customer's deposit record on a monthly basis.

#### Return of Deposit

Deposits shall be refunded to any customer who remains nondelinquent for 12 consecutive months. Return of deposits shall be applied directly to the customer's accounts receivable balance and displayed on the customers billing statement.

#### Other Charges

Any amount due for extension of lines, installation of service and laterals or advance payment of minimum charges, under any provisions of the Rules and Regulations, shall be paid before service will be established.

#### Right-Of-Way on Members Properties

Each member shall grant to the Cooperative an easement of right-of-way across the member's property, in a location to be agreed upon in advance between the member and the Cooperative, for the purposes of erection, maintenance and replacement of electric transmission and distribution lines.

#### Wiring Inspections

Each applicant shall be responsible for an approved wiring inspection. Wiring diagrams are included as Appendix A. In no case will a service be established or re-established or energized until the wiring installation on the member's premises shall have been found in compliance with the National Electric Code standards. Compliance to the National Electric Code shall be the responsibility of the member through a Cooperative-approved electrical inspection agency. Such agency shall provide the Cooperative with a certificate as proof of compliance. Members are advised that any additions or alterations to an existing wiring system will void such certificates unless inspection procedure followed for such additions or alterations.

#### References

- Bylaws, Article I, Section I
- > Bylaws, Article I, Section V
- > Bylaws, Article XI, Section III
- ➤ Policy 322
- ➤ Policy 302
- ➤ Policy 306

#### Section 3. How Service May Be Discontinued

#### Disconnect Request by the Member

The member may discontinue service at any time by giving notice to the Cooperative. The member shall be responsible for any metered electric usage until discontinuance or disconnection of service is made by the Cooperative or a 3-day period, whichever occurs first. The request from a member to discontinue service can only be received by the account holder and such person's information shall be verified by the Cooperative prior to placing the disconnect order. When service has been discontinued at the request of the member and the same member applies for reconnection of service, there will be a reconnection charge, plus applicable tax.

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#### Disconnect by the Cooperative

The Cooperative may discontinue service immediately and without notice if the member's wiring is found to be in a dangerous and unsafe condition or, if necessary, to protect the Cooperative from fraud.

Disconnects for nonpayment shall be performed in accordance with the Cooperative's *Disconnect Procedures for Delinquent Accounts Manual*, located in Appendix B.

All disconnect procedures shall comply with New York State Codes, Rules and Regulations, Title 21, Chapter X, Part 459, *Procedures for Notice of Discontinuance of Electric Service*.

#### References

➤ Policy 322

#### **Section 4. Service Connection and Requirements**

#### Point of Attachment

The point of attachment of service or meter location shall be determined by the Cooperative, such point to be as near the load center as economical practice may dictate and in accordance with the National Electric Code. All wiring equipment beyond the weather head (point of attachment), except the meter, shall be maintained by the member.

The clearance from ground to the point of attachment of the Cooperative's wires to the weather head shall not be less than the National Electric Code clearance of 12 feet. Circumstances may require greater clearance. Any violations shall be remedied at the cost to the member that caused noncompliance with National Electric Code.

#### **Service Connection Specifications**

Service connections shall follow the specifications set forth in Appendix A for common services. The following is general guidance for service connections:

*Primary Service Connections* – The Cooperative shall determine specifications for primary service connections on a case-by-case basis.

Overhead Service to Meter Pole - A meter pole shall be installed at a convenient point for member's load distribution, from which point it shall be the member's responsibility to supply and install the conductors to the various structures to be served. The Cooperative shall install and maintain all service poles, including meter poles. The meter pole remains the property of the Cooperative. The Cooperative shall install and maintain the service to the point of attachment and for the metering device. The member shall install all wire and equipment from the Cooperative's meter to the Cooperative's point of attachment.

Overhead Service to Building or Structure - The Cooperative shall install and maintain the service wire to the point of attachment and the metering device. The member shall install and maintain all wire and equipment to the point of attachment.

*Underground Service to Building, Structure or Pole* - The member shall install and maintain all wire and equipment indicated as member equipment on the attached drawings, Appendix A.

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#### **Equipment Location and Access to Equipment**

Any properly identified employee of the Cooperative shall have access to the member's premises at all reasonable times for the purpose of reading meters, testing, or inspecting the member's load and equipment, repairing, removing, or exchanging any or all equipment belonging to the Cooperative.

The meter shall be located between 5 and 6 feet from the ground at an outside location that is readily accessible for reading. An authorized representative of the Cooperative will determine the acceptability of the meter location in all cases. Any violations shall be remedied at the cost of the member.

#### Member's Responsibility for Cooperative Property

All meters, service connections, poles and other equipment furnished by the Cooperative, shall be and shall remain the property of the Cooperative. The member shall provide space for and exercise proper care of said property on their premises. In the event of loss or damage to said property arising from negligent acts on the part of the consumer, the cost of necessary repairs or replacements shall be borne by the member, to be billed at cost.

#### References

➤ Policy 305

#### **Section 5. Line Extensions**

#### Single-Phase, Non-risk, Permanent, Residential Service

A residential service will be considered permanent if it meets one of the following requirements:

- 1. Installed well and septic approved by the local Code Enforcement Officer;
- 2. Installed permanent foundation, defined by the Cooperative as a footer with either a four-foot (4') masonry block or poured four-foot (4') concrete wall;
- 3. Installed concrete slab with a minimum area of 700 sq. ft.
- 4. Installed building with a minimum area of 700 sq. ft. of combined living space that is conditioned with heating and/or cooling as necessary with a minimum clearance of 7' in all walking areas.

#### Permanent Single-Phase Residential Service

A portion of the cost of any single-phase line extension for a permanent residential service shall be borne by the Member under the following conditions:

- 1. Where such line extension is OVERHEAD construction (any combination of primary or secondary overhead) which exceeds 300 feet from existing Cooperative primary distribution lines, the Member shall pay a non-refundable contribution in aid of construction fee of \$12.50 per foot in excess of 300 feet. All footages are calculated based on the sum total of both primary and secondary overhead line.
- 2. Where a member shall request UNDERGROUND PRIMARY service, the Member shall pay to the Cooperative a non-refundable contribution in aid of construction fee of \$17.00 per foot for labor for the entire distance, plus the cost of materials. Estimates shall be valid for a 30-day period. The Member also agrees to provide the trenching at a depth of forty-eight inches (48") and backfilling of the trench. The Cooperative will supply the warning ribbon to be installed by the Member in the trench. The Cooperative will supply and install all other required primary underground facilities required for the new service. The Member is required to provide and install all secondary underground facilities per the Cooperative's standards and specification and the line extension policy.

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- 3. Where a Member shall request SECONDARY UNDERGROUND service, the following shall apply:
  - a. Such installation shall be made to comply with the National Electrical Code and other applicable local regulations and in accordance with the specification provided by the Cooperative.
  - b. The meter base will be supplied by the Cooperative and installed by the Member.
  - c. The Member is responsible for providing and installing the proper URD wire for the size of their service that meets the National Electric Code and for providing and installing the appropriate PVC conduit for that wire size. However, the minimum conduit size shall be two inches (2").
  - d. The secondary PVC conduit and wire must be trenched at a depth that complies with the National Electric Code.
  - e. In the case of secondary wire connecting to a pad mount transformer, the last ten (10) feet of trench next to the pad mount transformer must be left open and properly barricaded to meet OSHA requirements for the Cooperative's workers to have room to make connections. After the transformer connections have been made by the Cooperative, the Member is responsible for backfilling the trench opening. Enough secondary wire shall be installed by the Member to make the transformer connection.
  - f. In the case of secondary wire connecting to a pole, enough wire to make proper connection to the Cooperative's distribution facilities on the pole shall be left by the Member for the Cooperative to make the final connections to their distribution facilities. The member is responsible for providing conduit extending up the pole.
  - g. The Cooperative will make only one trip to make the hook-up to its distribution facilities at no cost to the Member, and in the event more than one trip is needed the Member will pay for each additional trip according to the Cooperative's *Schedule of Fixed Charges*, located in Appendix C, with such payment to be made in advance.
  - h. The Member shall be responsible for the maintenance, repair, and replacement of their secondary underground facilities at all times. The Cooperative will make repairs of these facilities only at the Member's request and bill the Member to recover the Cooperative's cost of labor and material to make the repair.
  - i. In the event of failure of the secondary underground service, the Cooperative will make an effort to provide a temporary service to the building until the underground service is repaired, but in no event will the temporary service be for longer than seven days.
- 4. The following guidelines are used in calculating the length of the line extension for purposes of determining the appropriate contribution in aid of construction fee:
  - a. The length of an overhead line extension for the purposes of this policy will be determined at the time the line is staked utilizing a measuring wheel or GPS.
  - b. The length of a primary underground line extension for the purpose of this policy will be determined based on the installed wire length.
  - c. The Cooperative will determine the route for the line extension based on the most economical engineering design, considering available routes and access to the line extension.
  - d. A "mixed" primary overhead and primary underground line service extension will not be constructed by the Cooperative unless there is a valid engineering reason.
- 5. A Member must pay all past due amounts, 50% of the total amount of any contribution in aid of construction and membership fee to the Cooperative before any construction will begin. If only a connect fee applies, then this will be billed on the Member's first bill.
- 6. The Member shall execute a right-of-way easement to the Cooperative to permit the construction, maintenance, repair, replacement, and extension, if necessary, of the electric power line.

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#### Non-Permanent Service

A service connection is considered a non-permanent service when there is no evidence of permanency as defined in Section A for a permanent service. Members requesting non-permanent service are subject to the following conditions:

- 1. All provisions of the line extension policy will apply except that no free footage allowance will be offered for any line extension.
- 2. The member shall pay in advance for the removal costs of the transformer, service drop and meter according to the Cooperative's *Schedule of Fixed Charges*, located in Appendix C;
- 3. The Member shall pay in advance one year's customer charge.
- 4. The Member must pay all past due amounts, 50% of the total amount of the contribution in aid of construction and membership fee, the facility removal cost and one year of customer charges to the Cooperative before any construction will begin.

#### **Temporary Service**

Temporary services shall be installed by the member and must be inspected by a Cooperative approved electrical inspector before being energized. The member must pay one year of customer charges in advance and will be assessed a trip fee.

#### All Three-Phase, Commercial, Industrial, and Processing Plant Service Line Extensions

These will be considered on an individual basis because of their significant construction differences. The entire cost of line extension shall be the responsibility of the Member. An estimate of this cost will be provided before construction begins and 50% payment of the construction estimate will be required prior to beginning any construction.

#### Subdivisions and Housing Developments

Where a developer shall request service to a subdivision or housing development, the following shall apply:

- 1. The developer shall work with the Cooperative in completing a study of the methods of providing service to determine the most economical engineering design.
- 2. Before planning can begin, a design fee per lot will be required according to the Cooperative's *Schedule of Fixed Charges*, located in Appendix C, with such payment to be made in advance. This non-refundable fee will be credited toward future engineering/construction costs for the project.
- 3. The developer shall provide the Cooperative with a subdivision plan, showing all lots, streets, and other man-made and natural features. In addition, the developer will need to provide an estimate of the size and type of homes, including an indication of the probable heating, air conditioning, and water heating systems for the subdivision.
- 4. The Cooperative reserves the right to determine requirements for adequate service, including type of conductor and size, burial method and depth, routing of primary underground and overhead facilities, and requirements to extend, change or relocate present Cooperative primary distribution lines.
- 5. The developer shall execute a right-of-way easement to the Cooperative to permit the construction, maintenance, repair, replacement, and extension, if necessary, of the electric power line.

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- 6. The developer will be required to pay all costs associated with extending service from existing Cooperative primary distribution facilities. All other provisions stated elsewhere in these rules and regulations in regard to the installation of primary underground and secondary underground facilities apply.
- 7. During the five-year period immediately following the date of payment of any contribution in aid of construction payment associated with a line extension to the Cooperative, the Cooperative will make refunds without interest up to \$500 for each permanent service that directly connects to the line extension associated with the contribution in aid of construction payment. Such refunds will only be made to the original contributor and will not include any amount of contribution in aid of construction for underground service. The total refunds shall not exceed the contribution in aid of construction payment made by the original contributor minus \$500.

#### Right-Of-Way Easements

Whenever practicable, distribution electric lines owned by the Cooperative will be constructed on rights-of-way secured by easements granted by private landowners. It is the responsibility of the individual, corporation, or developer requesting electric service to procure all rights-of-way required prior to the commencement of any electric line construction.

Where a distribution line is to be constructed, rights-of-way are required from each landowner through which the line will traverse. The Cooperative requires each member/prospective member to execute an easement on the *Right-of-Way Easement Form* provided by the Cooperative. Additionally, the member/prospective member shall be required to secure all necessary rights-of-way from adjacent property owners upon whose land it is necessary to locate the lines.

The Cooperative will discuss plans for location of lines and other related facilities with each landowner; however, it remains the responsibility of the member/prospective member to secure all required easements on behalf of the Cooperative.

The Cooperative, by way of fully executed and recorded *Right-of-Way Easement Form*, has the right to license, permit, apportion and/or assign in whole or in part to arrange for the joint use or occupancy of the pole line or trench and related facilities, by any other person, association, or corporation, including but not limited to cable television and communications suppliers.

#### Rights-Of-Way Clearing

The Cooperative must ensure the rights-of-way are completely cleared of vegetation, buildings, structures or other in the corridor the electric line is to be constructed. The specified right-of-way widths for varying construction types are as follows:

- 1. Primary overhead line thirty (30) foot wide strip (fifteen (15) feet each side of centerline)
- 2. Primary underground cable twenty (20) foot wide strip (ten (10) feet each side of centerline)
- 3. Secondary overhead/underground wire ten (10) foot wide strip (five (5) feet each side of centerline)

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The Cooperative hires professional tree trimming companies to both maintain existing rights-of-way and establish new rights-of-way for new electric facilities. These companies are professional, fully insured, and completely familiar with the Cooperative's right-of-way specifications. Prospective members requesting new service are encouraged to have the Cooperative contracted tree companies establish new right-of-way corridors.

Members/prospective members have the option to establish new right-of-way corridors on their own property ONLY. The new right-of-way corridor must be cut to the Cooperative's specifications and is subject to inspection by Cooperative personnel. No new electric facilities will be constructed until the right-of-way corridor meets the Cooperative's line cutting specifications.

#### References

- ➤ Policy 301
- ➤ Policy 302

#### Section 6. Meters and Meter Testing

#### General

The Cooperative shall own and furnish all meters used for member billing. All meters are to be sealed internally and externally. All seal numbers are recorded as a part of the member's account information. Only authorized Cooperative personnel are permitted to cut and remove and seal. Any unauthorized removal of the Cooperative's meter or seal shall be considered tampering.

#### Smart Meters and Smart Meter Opt-Out

The Cooperative utilizes smart meters for its AMI system. The Cooperative's system is a powerline carrier, which means that information is transmitted over powerline as opposed to radio frequency or other methods. New installations and replacements of mechanical meters will be done with smart meters.

The Cooperative will replace an AMI meter with a non-AMI meter (mechanical or digital) upon the receipt of a written request from the member that indicates the member wishes to opt-out of the AMI metering system used by the Cooperative and agrees to all associated charges. Replacement of an AMI meter will require the member to pay a \$75 bi-monthly fee to cover the costs of a site visit to read the non-AMI meter.

#### Meter Location

The meter shall be located between 5 and 6 feet from the ground at an outside location that is readily accessible for reading. An authorized representative of the Cooperative will determine the acceptability of the meter location in all cases. Any violations shall be remedied at the cost of the member.

#### Meter Readings

For billing purposes, the Cooperative will read all its meter with its AMI system on the last day of each month. Other types of meters will be read by a Cooperative employee on or near the last day of each month.

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#### Meter Testing

Cooperative Meter Testing or Meter Change - The Cooperative shall perform accuracy testing or have a manufactures certificate of accuracy on all meters prior to installation. All meters in service may be tested for accuracy or changed at any time by the Cooperative.

Member Requested Testing - A member may request the Cooperative to test any meter believed to be registering incorrectly. The member shall be assessed a meter test charge. The meter test charge is nonrefundable unless the meter is found to be registering charges at a rate higher than 2 percent of the correctly calibrated rate. For improperly running meters, an adjustment will be made for 90 days prior to the date the meter problem was reported. Any adjustment shall be made on the next billing.

*Non-registering Meters* - Any meter found to be not registering or registering improperly shall be replaced with another tested meter. If a basis for estimation exists, the kWh usage shall be estimated from previous consumption and billing adjusted to reflect this estimation.

#### **Meter Tampering**

Tampering in any manner with the property of the Cooperative to affect bypass of the metering device or meter is a legal offense and is cause for legal prosecution. Service may not be reconnected if there is evidence of tampering, until such service is inspected by a Cooperative approved electrical inspector. The member shall be assessed the amount which the Cooperative may estimate is due for service supplied but not registered on the Cooperative's meter and for such replacement and repair as necessary, as well as the cost for inspection, investigation, and court proceedings.

#### References

- ➤ Policy 308
- ➤ Policy 309
- Policy 330

#### **Section 7. Service Interruptions and Trouble Calls**

#### General

The Cooperative will maintain a 24-hour dispatching service and a 24-hour line maintenance crew. All calls from members regarding power failures may be called into the outage line at (800)843-3414. All outages will be taken care of as quickly as possible. All power failures, line or equipment damage that threatens the safety of the public or damage to property will be given priority treatment.

#### Non-Outage Charges

Stand-by crews are maintained to provide emergency repair service as far as Cooperative lines and equipment are concerned. Frequently members call us for repairs on member-owned equipment, which are the responsibility of the member. When service crews are dispatched and the necessary repairs are found to be the members' responsibility, a service charge of the Cooperative's labor and material costs plus tax may be assessed. When practical, the Cooperative's Operations Manager or designee shall listen to call recordings to determine if members were appropriately notified of the risks of costs, they may incur if the trouble is "on the member side." In cases where members are not appropriately notified, the Operations Manager may utilize his judgement as to whether the member should be billed for the call-out.

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#### **Liability**

The Cooperative shall endeavor to provide a regular and uninterrupted supply of electric service. In the event the supply of service is interrupted, irregular, defective or fails from cause beyond its control due to fire, flood or act of God, the Cooperative shall not be liable for any damages.

The Cooperative shall not be held liable for any injury, casualty or damage caused by the supply of or use of electricity or by the operation of the Cooperative structures, conductors, and allied equipment on the member's premises unless such injury, casualty or damage is proven to have been caused by the negligence of the Cooperative.

#### **Planned Outages**

With the exception of emergency maintenance, the Cooperative shall endeavor to notify by mail or otherwise, three (3) days in advance, all consumers who will be affected when an interruption of service is <u>planned</u> and expected to last one hour or more for the purpose of making changes or repairs.

#### Section 8. Service Inspection and Member Responsibility

No service will be extended to any premises, meter pole, house, barn, camp or building until such time as there is written evidence that the wiring and service entrance equipment on such premises or on such meter pole, house, barn, camp, or building has been properly inspected by an authorized inspector approved by the Cooperative. The cost of this inspection will be borne by the member.

Should an employee observe any condition of wiring that might prove hazardous or dangerous to life or property where service is supplied by the Cooperative, such employee will report such conditions to the Operations Department immediately. The Operations Department is then responsible for seeing that an inspection is made within 5 days. If such wiring condition is found hazardous to life or property, the owner of the premises shall be notified immediately with recommendation for corrective measures. If the necessary corrective measures are not made within 30 days, service shall be discontinued immediately. Depending on the severity of the issue, the Cooperative reserves the right to immediate termination of service if the condition is life threatening.

The Cooperative's undertaking extends only to the point of attachment. The member is warned of the risk of damage from fire or personal injury resulting from improper wiring and the manner of attachment of use and maintenance of electric appliances, fixtures, and equipment. It is advised only experienced and competent electricians should install or make any changes, alterations, additions, or repairs to any part of the member's installation.

#### Section 9. Minimum Installation & Heating System Requirements

The Cooperative complies with the New York State Energy Conservation Construction Standards for the minimum insulation and health system standards for existing dwellings, commercial buildings and mobile homes converting to electric heat. A copy of these standards is included in Appendix D and is available from the Cooperative upon request. Town code enforcement officers may require inspection for new construction.

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#### Section 10. Relocation of Cooperative Property

#### General

Any change in location of poles, lines, service entrance, metering devices or other allied equipment of the Cooperative from existing installations shall be made only by Cooperative personnel.

#### Member Requested Relocation

If such change in primary or secondary facilities is requested by a member and is solely for the member's benefit, the member shall be required to pay for such relocation cost at prevailing labor rates and for such additional material to the original installation as may be required to make such relocation. It shall be the right of the Cooperative, at its discretion, to require a deposit in advance of such change, the amount being a sum based on the estimated cost of materials and labor.

#### Relocation for Violation of National Electric Safety Codes

If such change in primary or secondary facilities is required due to a violation of the National Electric Safety Code that is caused by the member, the member shall be required to pay for such relocation cost at prevailing labor rates and for such additional material to the original installation as may be required to make such relocation. It shall be the right of the Cooperative, at its discretion, to require a deposit in advance of such change, the amount being a sum based on the estimated cost of materials and labor.

#### References

➤ Policy 310

#### **Section 11. Integrated Vegetation Management**

#### General

To facilitate safety and maintain reliable electric service, the Cooperative schedules right-of-way clearing in a members' area every 6-8 years. The Cooperative uses an Integrated Vegetation Management ("IVM") program to maintain system rights-of-way. IVM implements a combination of management strategies tailored to the specific needs of the Cooperative. The result is the most cost effective, safe, and environmentally friendly approach to right-of-way maintenance for our members. The Cooperative's IVM program is overseen by a degreed system Forester/ISA Certified Arborist. Our methodology involves implementing forestry procedures to selectively designate trees for removal and tree trimming. Manual tree trimming and removal techniques are combined with mechanical clearing techniques to provide the most efficient means of removing undesirable vegetation from the Cooperative's right-of-way. Low volume, selective herbicides are utilized, whenever possible, as the most cost-effective way to minimize regeneration of undesirable species within the right-of-way. Low grow, beneficial, utility friendly vegetation is encouraged to replace invasive and aggressive species that negatively impact the Cooperative's infrastructure. A successful IVM program, is a long-term program that requires less vegetation management over time. Only certified contractors perform routine right-of-way tree work.

Work is scheduled by substation circuit and is affected by budget capabilities. Unless a significant hazard to the overhead primary line is identified, we do not perform tree work outside the scheduled circuit. Work is limited to trees that affect overhead primary lines. We do not routinely trim or remove trees affecting a members' service line. Upon request the Cooperative will unhook a service line to allow a professional tree crew to remove or trim a tree in a safe manner.

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On occasion due to imminent hazard, storm, outage, or necessity, a line crew may trim or remove a tree. It should be noted that best management practices are not always possible in these situations.

Trees are selected for removal or trim based on an educated decision from our system Forester. Growth rates and tree species are contributing factors as to whether a tree will be removed, trimmed, or left alone. In most cases, a member will be given the opportunity to discuss pending tree work with our Forester. The Cooperative makes every effort to ensure that members are contacted prior to work being performed on your property. Herbicide will not be applied without consent from the landowner.

All routine tree trimming is to be in conjunction with industry standards set forth by ANSI A300 guidelines prepared by the Tree Care Industry Association. Industry "best practices" supported by the International Society of Arboriculture and United States Forest Service are adhered to under most circumstances.

#### **Key Terminology**

*Tree* – A tree is a stem(s) of a woody plant that has a 4-inch diameter breast height (dbh) or larger.

Brush - Brush is any plant that has less than 4-inch diameter.

*Removal* – A removal is any plant that has a 4-inch diameter that has been identified to be removed.

*Trim* - A trim is any plant that has a 4-inch diameter breast height (dbh) and is identified to have branches trimmed for line clearance.

#### Tree Cleanup and Wood Disposal

As part of our routine right-of-way maintenance, the Cooperative will chip branches from trees removed in yards and manicured areas. Wood too big to be chipped will be left in manageable pieces or in one log length upon request. In un-manicured areas and woodlots, branches will be diced off the right-of-way to allow for minimal debris and promote decomposition. Logs will be left on top of diced branches against the tree line or perpendicular to the ROW in the woodlot.

#### Storm, Hazard, or Emergency Cleanup

When a storm event happens, crews are focused on restoring power. Homeowners are responsible for removing all wood debris including branches and trees that Cooperative removes in order to expedite electric service restoration.

#### Member Tree Trimming Requests and Safety Tips

When a member requests a tree be trimmed or removed the system Forester, Operations Manager, or other representative will come and assess the tree(s) in question. If the assessor agrees the tree is a threat that cannot be safely addressed by a private tree service, then the tree will be placed on a list which is based on urgency of removal. Cooperative personnel or subcontractors will make arrangements to cut the tree below the neutral wire. The homeowner is then responsible for hiring a private tree company to finish the removal of the tree and clean up the material on the ground.

When trimming or removing a tree, it is the member's responsibility to contact the Cooperative before trimming or removing any tree that could hit the power line if removed improperly. It is not necessarily the Cooperative's responsibility to remove or trim questionable trees. If a tree is not hazardous to the overhead primary line and can be safely trimmed or removed by a certified professional tree care company, then it is the homeowners' responsibility to hire a professional. For help determining if a tree is the Cooperative's or the homeowner's responsibility, please contact the system, Forester.

Rules and Regulations Revised: June 1, 2022

#### Section 12. Billing, Payments, and Service Tariffs

#### **Billing Dates and Meter Readings**

Billing shall occur on the 11<sup>th</sup> business day of each month, following the receipt of the power bill from the New York Power Authority. Mailing of the bills shall occur on the 12<sup>th</sup> business day of each month.

For billing purposes, the Cooperative will read all its meter with its automatic meter reading system on the last day of each month. Other types of meters will be read by a Cooperative employee on or near the last day of each month.

#### Payment Due Dates, Penalties and Methods

Bills are to be paid on or before the 5<sup>th</sup> day of each month after the bills are generated. After the 10<sup>th</sup> of the month after the bills are generated, there will be a penalty of 1.5% APR applied to any unpaid accounts receivable balance. The Cooperative is not responsible, under any circumstances, for bills lost in the mail or otherwise.

Payment of bills can be made through any of the following:

*District Offices* – Payments can be made at either of our district offices in person or through our drop box. Payment methods accepted in person can be in cash, money order, check, or credit card (Visa, MasterCard or Discover). Payments of cash or credit card through the drop box will not be processed and will be returned to members as received.

*Phone Payment* - Payments can be made by calling either of our district offices. Payment methods accepted over the phone must be via credit card (Visa, MasterCard or Discover).

*Mail* – Mailing payment in the envelope enclosed with your bill. If you are mailing in your payment, please allow plenty of time for delivery before the due date. Payments of cash or credit card through the mail will not be processed and will be returned to members as received.

Online Payment – Payments through our SmartHub platform allow members the option to securely pay their bills using credit card (Visa, MasterCard or Discover) or through an electronic check payment. Autopay options are also available through our SmartHub platform.

All credit card payments are processed through secured devices using encryption.

#### **Billing Disputes**

Any member who disputes a bill, charge, or fee, or has concern with respect to the effect of any Cooperative policy, procedure, or practice on that member, that is not fully resolved through dialogue with Cooperative staff, may appear by appointment before the Cooperative Board of Directors and present his or her dispute or concern. The member should be prepared to provide testimony, documents or any other support that would be useful to the Board in understanding the dispute or concern. The Board shall have up to thirty (30) days to provide the member with a written response, stating its conclusions and, if appropriate, proposed remedy. The determination of the Board shall be final, except that a member may appeal to the New York Power Authority if the member believes that the Cooperative has acted contrary to its own articles of incorporation, bylaws, policies, rules, or regulations, or in a manner inconsistent with its contractual and or statutory obligations.

Rules and Regulations Revised: June 1, 2022

#### **Service Tariffs**

Service tariffs and rate schedules for all the Cooperative's rate classes can be found in Appendix E.

#### Rate Setting

The Board of Directors can act by a majority vote to change the rates and rate schedules offered by the cooperative under the following procedures:

- If the rate change is equal to or less than a 2 percent increase for the typical (1000kWh per month) Schedule 1 (residential and farm) member, then the rate increase can be implemented on the first of the month immediately after it is announced in The Energizer newsletter which will be included in the members' bill. It will be the customary practice, but not required, to announce the increase in the January bills. This will be a special edition of The Energizer for this purpose. The customary, but not required, increase date will be April 1, after the winter heating season. If in the judgment of the Board increases are needed at other times and under more immediate conditions, the customary announcement shown above will revert to the more rapid, required notice as detailed above.
- ➤ If the rate increase is greater than 2 percent for the typical Schedule 1 member, then the Board will hold hearings (one at the Bath Office and one at the Cherry Creek Office) for members and incorporate comments at the hearings in their decision to increase rates. The hearings shall be announced in the official newspapers, as designated by the Board and in The Energizer. The announcements in the official newspapers shall be made at least 10 days, but not more than 21 days before the hearing. After the hearings, the Board shall determine the increase and announce the increase in The Energizer to be effective on the first of the month immediately following the announcement.

Fees for services that are contained in the *Schedule of Fees*, located in Appendix C, may be increased by the Board from time to time and will be effective upon announcement in The Energizer, to be effective on the first of the month immediately following the announcement.

#### **Dishonored Checks**

When dishonored checks are returned from the bank, the member will be notified by a letter, requesting that the dishonored check, plus a \$30.00 handling charge, be paid. After 3 dishonored checks are received by the Cooperative from a member, all electric bills thereafter shall be paid by cash, cashier check or money order.

#### Combined Billing for Multiple Accounts

The rates applied to the various Cooperative rate schedules for electric service are based on providing service to one member through one meter for one premise. Service measured at different points of delivery shall not be, in any case, combined for billing purposes.

Rules and Regulations Revised: June 1, 2022

#### **Budget Billing**

Any member receiving Service Rate Schedule 1, *Farm and Residential Service*, may request monthly budget billing. The monthly budget bill shall be determined by the previous annual kWh usage and related energy charges. Monthly budget bills are payable as nondelinquent until and including the 10<sup>th</sup> day of the month immediately following billing. Any underpayment or overpayment of actual energy charges shall be treated as nondelinquent, permitted that the budget billing payment is made on a timely basis. Members who are late on payment 3 times while enrolled in budget billing will be removed from the budget billing plan and all accounts receivables shall be due immediately. Budget billing shall be adjusted annually to reflect the actual kWh usage and related energy charges. The Cooperative shall assess each member's budget billing status on a quarterly basis and reserves the right to make adjustments to the monthly budget amount as determined necessary.

#### **Levelized Billing**

Any member receiving service in accordance with Rate Schedule 1, *Farm and Residential Service*, may request monthly levelized billing. The monthly levelized billing amount shall be determined by averaging the member's current monthly energy charges and the previous 11 months of energy charges. Monthly levelized billing statements are payable as nondelinquent until and including the 10<sup>th</sup> day of the month immediately following the billing. Any underpayment or overpayment of actual energy charges shall be treated as nondelinquent, permitted that the levelized billing payment is made on a timely basis. Members who are late on payment 3 times while enrolled in levelized billing will be removed from the levelized billing plan and all accounts receivables shall be due immediately.

#### Refunds of Overpaid Accounts

It is the policy of the Cooperative, Inc. to refund to a member an amount overpaid by the member upon request or when the service is no longer active. Any request received from a member to discontinue service can be made by phone, in writing or through electronic communication and shall be documented by Cooperative personnel. Reimbursements approved by the Board of Directors shall be processed and paid to the member within 30 days. Reimbursements not approved by the Board of Directors will result in written explanation to the member.

#### References

- ➤ Policy 218
- ➤ Policy 308
- ➤ Policy 331

#### Section 13. Resale of Power

#### General

Electric service is not generally supplied under any rate schedule for resale, remetering or submetering or other disposition to tenants or occupants. Any member may furnish electric energy for the use of tenants or occupants provided the member shall not resell, make a specific charge for, remeter, submeter or measure any of the electric energy redistributed or furnished, except as specifically allowed by the New York Power Authority. Requests for New York Power Authority approval may be made through the Cooperative.

#### References

➤ Policy 319

#### **Section 14. Changes and Amendments**

These Rules and Regulations of the Cooperative may be altered, amended, or repealed from time to time as becomes necessary to retain the proper relationship between the Cooperative and its members and to provide economical and dependable electric service. Such alterations, amendments or repeal shall be approved by the Board of Directors of the Cooperative and be consistent with all rules, regulations and laws that apply to the Cooperative.

# RULES AND REGULATIONS APPENDIX A SERVICE SPECIFICATIONS

## <u>DIP POLE –UNDERGROUND SERVICE TO A</u> <u>METER ON A PEDESTAL</u>

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### **GENERAL**

- **1.** Member to obtain meter pan from Co-op and install at his/her expense.
- **2.** All service entrance equipment to be supplied and installed on pedestal by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to pedestal with suitable clamps.
- **3.** Member shall provide and install service entrance cable to reach from the top of designated Cooperative owned pole meter base on pedestal.

#### PEDESTAL SPECIFICATIONS

As shown in diagram on reverse side.

#### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or pedestal requires a 3 wire cable from the pole to the pedestal. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and pedestal requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the house or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the pedestal.
- **7.** All Grounding is to meet the N.E.C. codes for new construction.

#### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- **9.** Service to be inspected by an approved inspection agency.

#### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks</u>, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench. Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

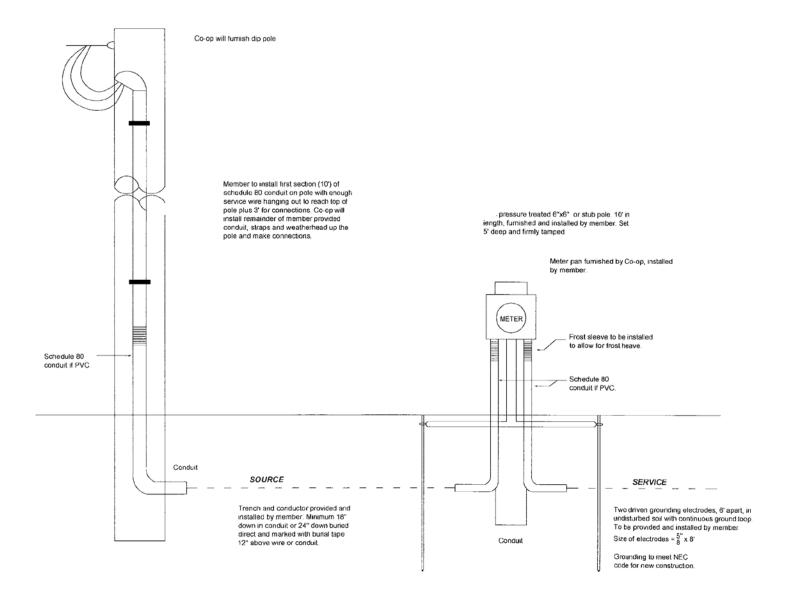
If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



# <u>DIP POLE - UNDERGROUND SERVICE TO METER AND SERVICE</u> <u>DISCONNECT ON PEDESTAL</u>

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### **GENERAL**

- **1.** Member to obtain meter pan from Co-op or independently purchase a meter cabinet disconnect combination and install at his/her expense.
- **2.** All service entrance equipment to be supplied and installed on pedestal by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to pedestal with suitable clamps.
- **3.** Member shall provide and install service entrance cable to reach from the top of designated Cooperative owned pole to meter base on pedestal.

#### **PEDESTAL SPECIFICATIONS**

As shown in diagram on reverse side.

#### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- **2.** Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or pedestal requires a 3 wire cable from the pole to the pedestal. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and pedestal requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the pedestal or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the pedestal.
- **7.** All grounding is to meet the N.E.C. standards for new construction.

#### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- **9.** Service to be inspected by an approved inspection agency.

#### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

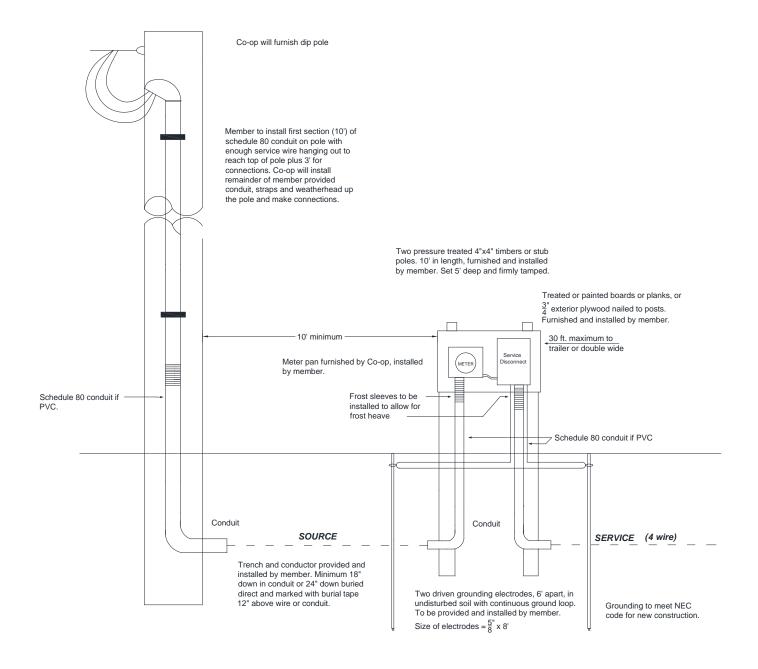
If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



#### **DIP POLE - UNDERGROUND SERVICE TO METER ON HOUSE**

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### **GENERAL**

- 1. Member to obtain meter pan from Co-op and install on house at his/her expense.
- **2.** All service entrance equipment to be supplied and installed on house by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to side of house by suitable clamps.
- **3.** Main switch and service entrance panel shall be located at a readily accessible location nearest the point of entrance of the service conductors in the house.
- **4.** Member shall provide and install service entrance cable to reach from top of designated Cooperative owned pole to meter base on house.

#### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- **2.** Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or house requires a 3 wire cable from the pole to the house. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and house requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the house or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the house.
- **7.** All grounding must meet the N.E.C. codes for new construction.

#### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- **9.** Service to be inspected by an approved inspection agency.

#### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

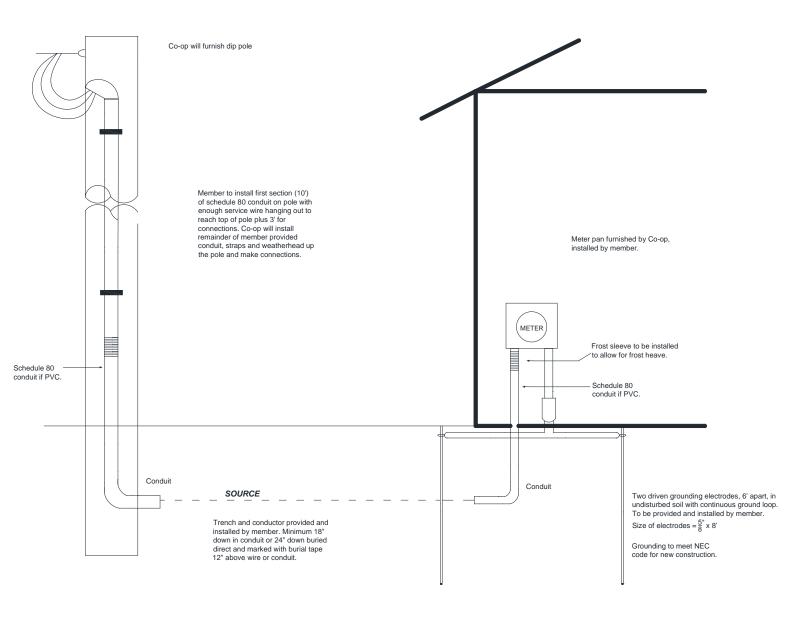
If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways. patios. or other paved areas.</u> Duct may be either galvanized pipe, Type II Fiberduct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



# **OVERHEAD METER POLE**

SINGLE PHASE, 120/240 VOLTS, 100 amps Minimum

#### **GENERAL**

- 1. The Co-op will supply, install, and own the pole, service drop to the pole and the service wire attachments on the pole. All service entrance equipment to be supplied and installed on pole by member.
- 2. Member to obtain meter pan from Co-op or independently purchase a meter cabinet disconnect combination and install on pole at his/her expense.
- 3. A weather head shall be used of proper type for the number and size of wire used. All installations for overhead or underground service where a disconnect is used, it shall be a properly sized weatherproof fused or breaker type disconnect switch.
- 4. Installation of a service entrance on an existing pole only at approval of Co-op's designated personnel.
- 5. The Cooperative will furnish and install the meter pole, for new installations, for a cost set forth in the fee schedule.

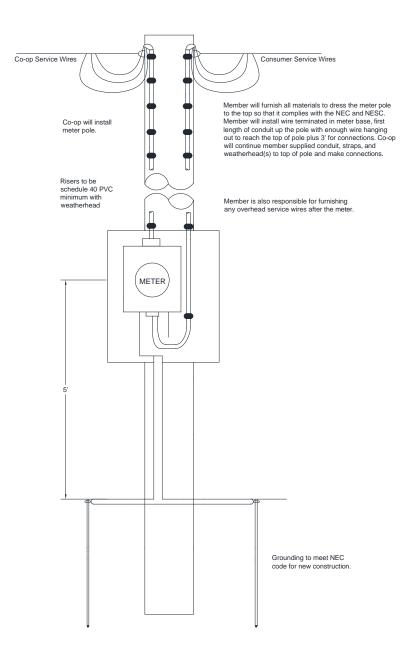
#### **GROUNDING**

- 1. Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.

#### **NOTES**

- 1. All installations to be made according to the diagram on reverse side.
- 2. All materials to be approved by the Underwriters Laboratories.
- 3. All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- 4. Always have a qualified electrician take care of your wiring needs.
- 5. Members not following these minimum specifications may be refused service connection.
- 6. Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- 7. Reduced neutral may be allowed.
- 8. All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- 9. Service to be inspected by an approved inspection agency.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



# <u>METER ON TRANSFORMER POLE-</u> <u>Service Disconnect on Pedestal</u>

#### SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### **GENERAL**

- **1.** Member to obtain meter pan from Co-op and install on pole at his/her expense.
- 2. Member will supply the conduit, conductor, and weather head.
- **3.** All service entrance equipment from the meter pan to the service disconnect is to be supplied and installed by member, including proper size conduit from meter base to 12" below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to the pole with suitable clamps.
- 4. Main switch and service disconnect panel shall be located at a readily accessible location within 30 ft. of a trailer or double wide.

#### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or pedestal requires a 3 wire cable from the pole to the pedestal. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and pedestal requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the pedestal or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the pedestal and 1 at the meter location.
- 7. All Grounding is to meet the N.E.C. codes for new construction.

#### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- **9.** Service to be inspected by an approved inspection agency.

#### **Spec #4**

#### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

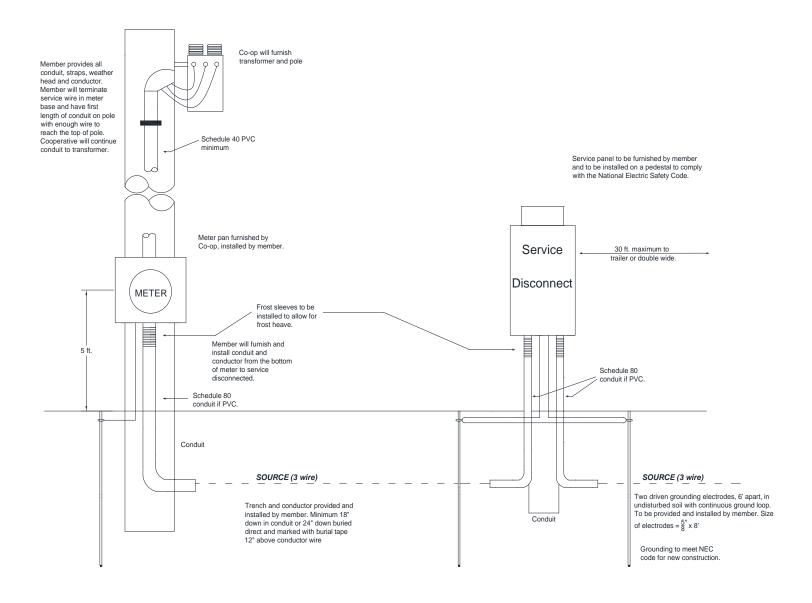
The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

<sup>\*</sup>Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0

#### Spec #4



### <u>METER ON TRANSFORMER POLE -UNDERGROUND SERVICE</u> <u>TO HOUSE</u>

#### SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### GENERAL

- **1.** Member to obtain meter pan from Co-op and install on pole at his/her expense.
- 2. Member will supply the conduit, conductor, and weather head.
- 3. All service entrance equipment from the meter pan to the house is to be supplied and installed by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to the pole with suitable clamps.
- 4. No disconnect switches will be allowed to be located on a transformer pole, meter pan only.
- **5.** Main switch and service entrance panel shall be located at a readily accessible location nearest the point of entrance of the service conductors in the house.

#### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from meter to grounding electrode. Suitable clamp must connect groundwire securely to one driven ground rods in undisturbed earth. At the house, 2 ground rods must be installed six feet apart with a continuous length of copper.
- **2.** Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copperclad.
- **3.** PVC conduit installed on the pole and/or house requires a 3 wire cable from the pole to the house. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and house requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the house or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the house and 1 at the meter location.
- **7.** All grounding to meet the N.E.C. codes for new construction.

## Spec # 3

### NOTES

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- 9. Service to be inspected by an approved inspection agency.

## **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench. Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

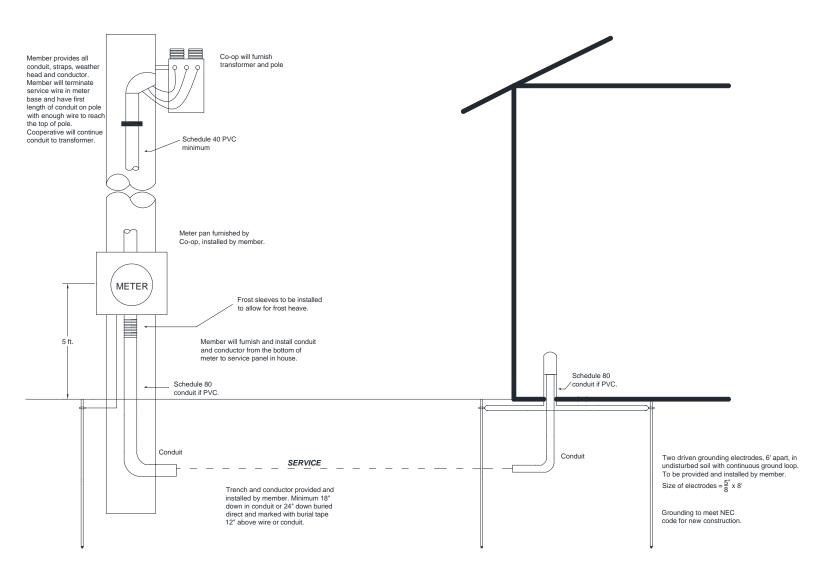
If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be either galvanized pipe, Type II Fiberduct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



## **METER POLE**

## SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

## **GENERAL**

- **1.** The Co-op will supply, install, and own the pole, service drop to the pole and the service wire attachments on the pole. All service entrance equipment to be supplied and installed on pole by member.
- **2.** Member to obtain meter pan from Co-op or independently purchase a meter cabinet disconnect combination and install on pole at his/her expense.
- **3.** A weather head shall be used of proper type for the number and size of wire used. All installations for overhead or underground service where a disconnect is used, it shall be a properly sized weatherproof fused or breaker type disconnect switch.
- **4.** Installation of a service entrance on an existing pole only at approval of Co-op's designated personnel.
- **5.** The cooperative will furnish and install the meter pole at a cost set forth in the standard fee schedule

## **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** All grounding must meet the N.E.C. codes for new construction.

## **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- **9.** Service to be inspected by an approved inspection agency.

## **Spec # 2**

### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench. Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

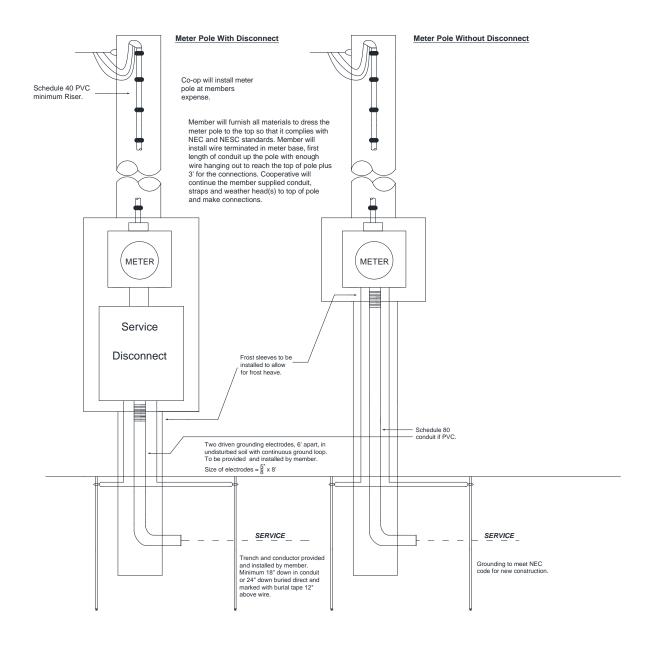
The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE	
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM	
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM	
3	Minimum Conduit Size	2"	2"	3" 3 1/2"	
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"	
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0	

**Spec # 2** 



# OVERHEAD SERVICE ATTACHMENT TO SIDE OF HOUSE

## SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

### **GENERAL**

- 1. The Co-op will supply, install, and own the service drop to house and the service wire attachments on the house. All service entrance equipment, including weather head, is to be supplied and installed by member.
- 2. Member to obtain meter pan from Co-op and install on house at his/her expense. A weather head shall be used of proper type for the number and size of wire used. Height of weather head shall not be less than twelve feet above ground level.
- 3. Conduit, if used, shall be rigid galvanized steel, rigid aluminum, Schedule 40 PVC or electric metallic tubing. It shall be of proper size, as indicated below, and securely fastened to side of house.
- 4. From meter pan to main switch, installations may be either service entrance cable or wire in conduit, as desired by member. If cable is used from meter pan to main switch, a non-watertight connector may be used at bottom of meter pan.
- 5. Main switch and panel box shall be located at a readily accessible location nearest the point of entrance of the service entrance conductors.

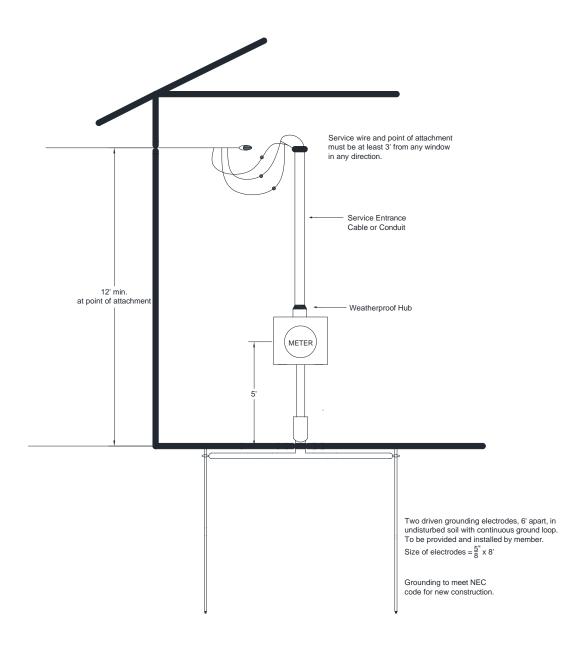
## **GROUNDING**

- 1. Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- 3. Grounding must meet the N.E.C. codes for new construction.

## **NOTES**

- 1. All installations to be made according to the diagram on reverse side.
- 2. All materials to be approved by the Underwriters Laboratories.
- 3. All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- 4. Always have a qualified electrician take care of your wiring needs.
- 5. Members not following these minimum specifications may be refused service connection.
- 6. Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- 7. Reduced neutral may be allowed.
- 8. All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



## ROOF RISER

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP

### **MINIMUM GENERAL**

- 1. The Co-op will supply, install, and own the service drop to mast and the service wire attachments on the mast. All service entrance equipment, including mast and weatherhead, is to be supplied and installed by member.
- 2. Member to obtain meter pan from Co-op and install on house at his/her expense. A weatherhead shall be used of proper type for the number and size of wire used.
- 3. Roof riser shall only be rigid galvanized steel conduit, of size indicated below, and securely fastened to building. It shall be of length such that the lowest point of service wire shall be a minimum of eighteen inches above roof if within four feet from edge of roof.
- 4. Roof riser passage through roof shall be completely waterproof.
- 5. From meter pan to main switch, installations may be either service entrance cable or wire in conduit, as desired by member. If cable is used from meter pan to main switch, a non-watertight connector may be used at bottom of meter pan.
- 6. Main switch and panel box shall be located at a readily accessible location nearest the point of entrance of the service entrance conductors.
- 7. Risers must be of adequate strength and guyed properly if more than 24" above roof to safely withstand the strain imposed by the service drop.

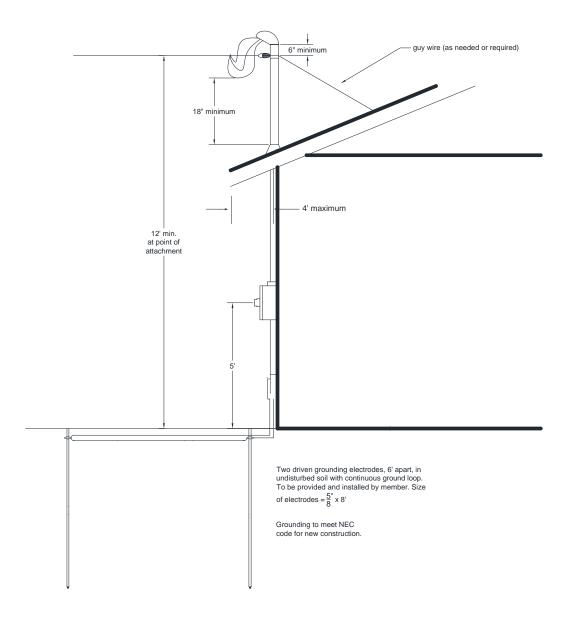
#### **GROUNDING**

- 1. Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect groundwire securely to two driven ground rods minimum 6' apart in undisturbed earth. Grounding must be in accordance with the N.E.C. codes on new construction.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.

### **NOTES**

- 1. All installations to be made according to the diagram on reverse side.
- 2. All materials to be approved by the Underwriters Laboratories.
- 3. All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- 4. Always have a qualified electrician take care of your wiring needs.
- 5. Members not following these minimum specifications may be refused service connection.
- 6. Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- 7. Reduced neutral may be allowed.
- 8. All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.
- 9. Service to be inspected by an approved inspection agency.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



## **UNDERGROUND SERVICE TO METER ON HOUSE**

### SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

#### **GENERAL**

- **1.** Member to obtain meter pan from Co-op and install on house at his/her expense.
- **2.** All service entrance equipment to be supplied and installed on house by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to side of house by suitable clamps.
- **3.** Main switch and service entrance panel shall be located at a readily accessible location nearest the point of entrance of the service conductors in the house.
- 4. Member shall provide and install service entrance cable to reach from designated Cooperative owned pole transformer or pad mount transformer to meter base on house. Member shall provide and install the bottom ten feet of conduit on Cooperative owned pole. Conduit shall be either galvanized steel or Schedule 80 PVC. The remaining conduit, clamps, couplings, etc., required on the pole will be provided by the member and installed by the Cooperative.

## **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth. Grounding is to meet the N.E.C. codes for new construction.
- **2.** Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or house requires a 3 wire cable from the pole to the house. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and house requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the house or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the house.

## Spec #1

### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- 7. Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.

### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

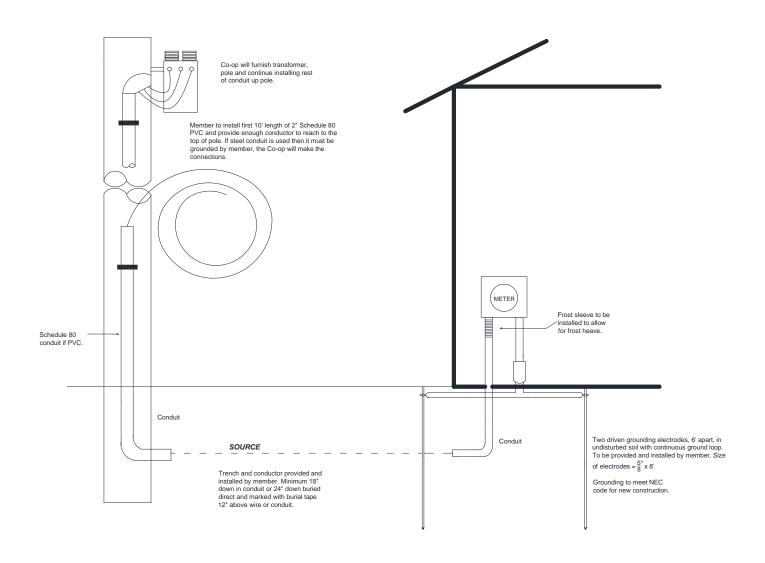
The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

# Spec #1

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding			
	Electrodes	Minimum #6	Minimum #4	Minimum #1/0



## UNDERGROUND PRIMARY SERVICE

The trench depths specified are minimum and are measured from final grade. The trench widths specified are minimum and shall be increased as necessary to obtain the required depth in loose soil.

The trenches shall follow straight lines between staked points as far as possible. The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth, tamped earth or sand. <u>Large rocks</u>, stones and gravel in excess of one inch shall be removed from the bottom and sides of the trench.

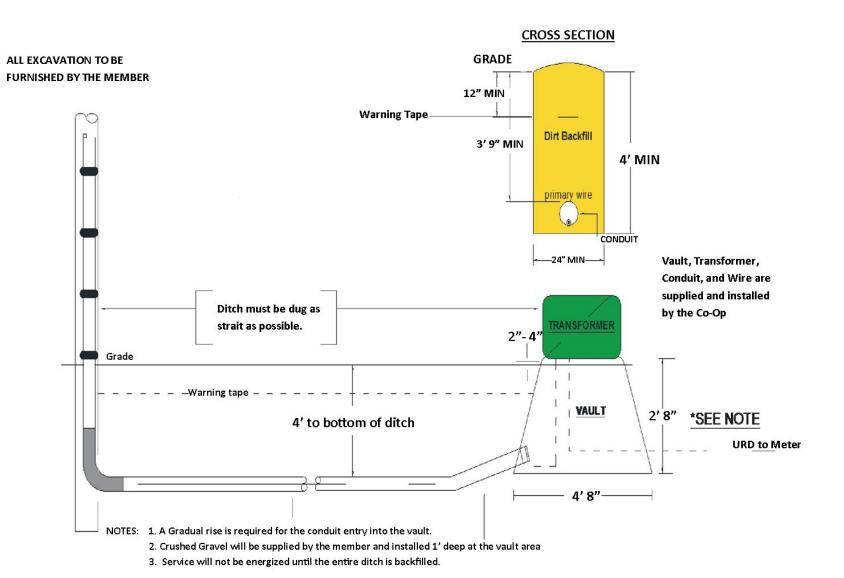
Excavation shall be coordinated with the Co-op so that trenches will be left open for the shortest practical time to avoid creating a hazard to the public, and to minimize the likelihood of trench collapse due to other construction activity, rain, accumulation of water in the trench, etc.

The trench shall be backfilled, as described above, as soon as possible after the placing of the cable. Warning tape must be placed in the ditch approximately twelve to eighteen inches below final grade. Telephone cable and other utilities may be placed in the ditch, if necessary, keeping a minimum spacing of twelve inches from the primary wire. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for the settling of the backfill.

<u>Ducts shall be installed under driveways.</u> patios. or other paved areas. Duct may be either galvanized pipe, Type II Fiberduct or Schedule 80 PVC. The minimum size allowed shall be three inches.

1 foot of Crushed stone will be installed and leveled at the vault location. The crushed stone will be supplied and installed by the member.

Further primary underground cable guidelines are explained in the National Electrical Safety Code.

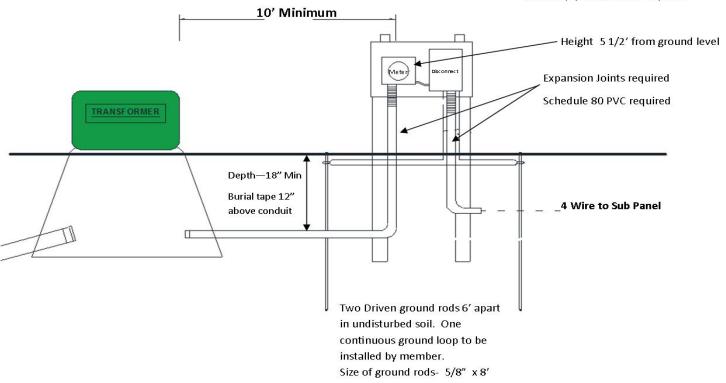


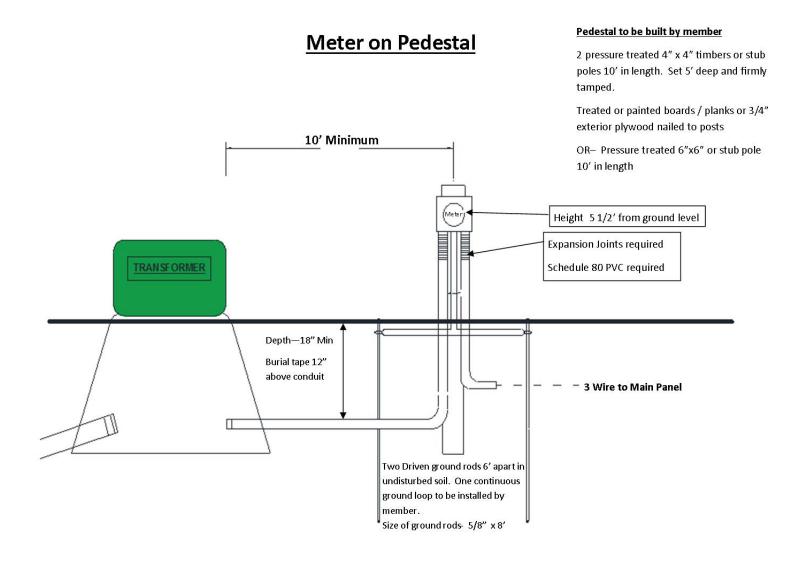
# **Meter and Disconnect**

### Pedestal to be built by member

2 pressure treated 4" x 4" timbers or stub poles 10' in length. Set 5' deep and firmly tamped.

Treated or painted boards / planks or 3/4" exterior plywood nailed to posts





# <u>UNDERGROUND SERVICE TO METER AND</u> SERVICE DISCONNECT ON PEDESTAL

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

### **GENERAL**

- 1. Member to obtain meter pan from Co-op or independently purchase a meter cabinet disconnect combination and install on house at his/her expense.
- 2. All service entrance equipment to be supplied and installed on pedestal by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to pedestal with suitable clamps.
- 3. Member shall provide service entrance cable to reach from designated Cooperative owned pole transformer or pad mount transformer to meter base on pedestal. Member shall provide and install the bottom ten feet of conduit, on Cooperative owned pole. Conduit shall be either galvanized steel or Schedule 80 PVC. The remaining conduit, clamps, couplings, etc., required on the pole will be provided by the member and installed by the Cooperative.

### **PEDESTAL SPECIFICATIONS**

As shown in diagram on reverse side.

### **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth. Grounding shall meet the N.E.C. codes for new construction.
- **2.** Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or pedestal requires a 3 wire cable from the pole to the pedestal. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and pedestal requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the pedestal or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the pedestal.

### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.

### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

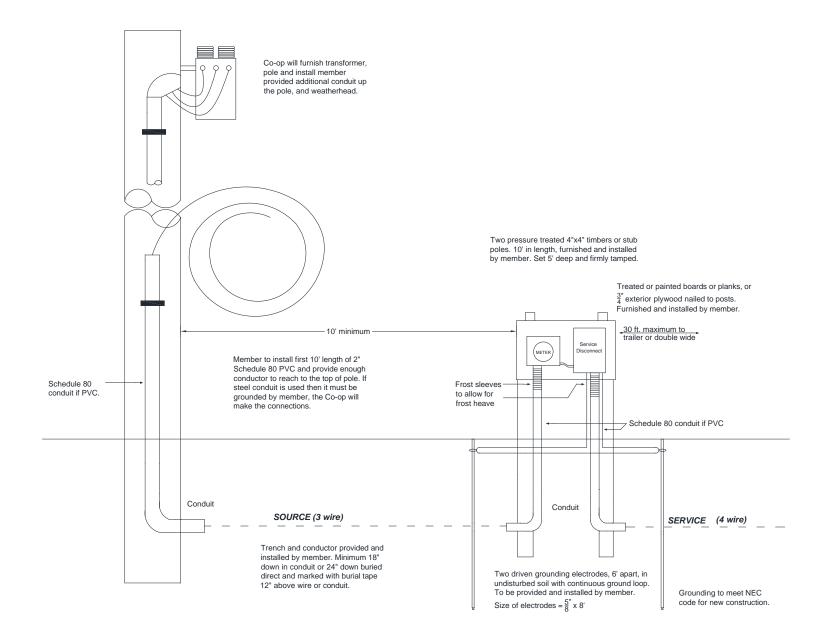
The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways, patios, or other paved areas.</u> Duct may be either galvanized pipe, Type II Fiberduct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0

Spec # 9



# UNDERGROUND SERVICE TO METER ON PEDESTAL

SINGLE PHASE, 120/240 VOLTS, 3 WIRE SERVICE, 100 AMP MINIMUM

## **GENERAL**

- **1.** Member to obtain meter pan from Co-op and install at his/her expense.
- **2.** All service entrance equipment to be supplied and installed on pedestal by member, including proper size conduit from meter base to below ground level. Conduit shall be galvanized steel or rigid non-metallic conduit (Schedule 80 PVC). It shall be of proper size as indicated below and securely fastened to pedestal with suitable clamps.
- **3.** Member shall provide service entrance cable to reach from designated Cooperative owned pole transformer or pad mount transformer to meter base on pedestal. Member shall provide and install the bottom ten feet of conduit on Cooperative owned pole. Conduit shall be either galvanized steel or Schedule 80 PVC. The remaining conduit, clamps, couplings, etc., required on the pole will be provided by member and installed by the Cooperative.

## **PEDESTAL SPECIFICATIONS**

As shown in diagram on reverse side.

## **GROUNDING**

- **1.** Ground wire shall be one continuous length, without splice or joint, from main switch to grounding electrodes. Suitable clamp must connect ground wire securely to two driven ground rods minimum 6' apart in undisturbed earth. Grounding is to meet the N.E.C. codes for new construction.
- 2. Grounding electrodes must be rods: 5/8" x 8' solid rod, either galvanized or copper clad.
- **3.** PVC conduit installed on the pole and/or pedestal requires a 3 wire cable from the pole to the pedestal. If the metal conduit is used on either end, it must be bonded to the meter box and/or the service panel.
- **4.** Metal conduit used on the pole and pedestal requires a 3 wire cable plus a ground wire bonded from the metal conduit to the meter box on the house or the service panel.
- **5.** If metallic conduit is used from the meter box to the service panel, bonding bushings must be used at each location and a 3 wire cable may be use between the meter box and the service panel.
- **6.** On all of the above, 2 ground rods must be installed at the pedestal.

### **NOTES**

- **1.** All installations to be made according to the diagram on reverse side.
- **2.** All materials to be approved by the Underwriters Laboratories.
- **3.** All wiring to be in conformance with the National Electric Code and the National Electric Safety Code, current edition, and certified by a Cooperative approved inspection agency.
- **4.** Always have a qualified electrician take care of your wiring needs.
- **5.** Members not following these minimum specifications may be refused service connection.
- **6.** Service connections and/or meter approval shall be done only by authorized Cooperative personnel.
- **7.** Reduced neutral may be allowed.
- **8.** All service entrances will be located by Cooperative personnel and above clearances may be greater. Any change to the service entrance location without authorization from the Cooperative may incur an additional expense to the member.

#### **TRENCH**

The trench depths specified are minimum and are measured from final grade.

The trench shall be dug so that the bottom has a level grade and the bottom of the trench shall be relatively smooth, undisturbed earth or tamped earth or sand. <u>Large rocks, stones, and gravel in excess of one inch shall be removed from the bottom and sides of trench.</u> Where this cannot be done, a three inch layer of clean masonry sand shall be placed in the bottom of the trench, and screened dirt (using a one inch mesh screen) shall be used for backfill. TRENCH SHALL NOT BE FILLED WITH EXCESS CONSTRUCTION MATERIALS SUCH AS CONCRETE BLOCK, LUMBER, DRYWALL, ETC.

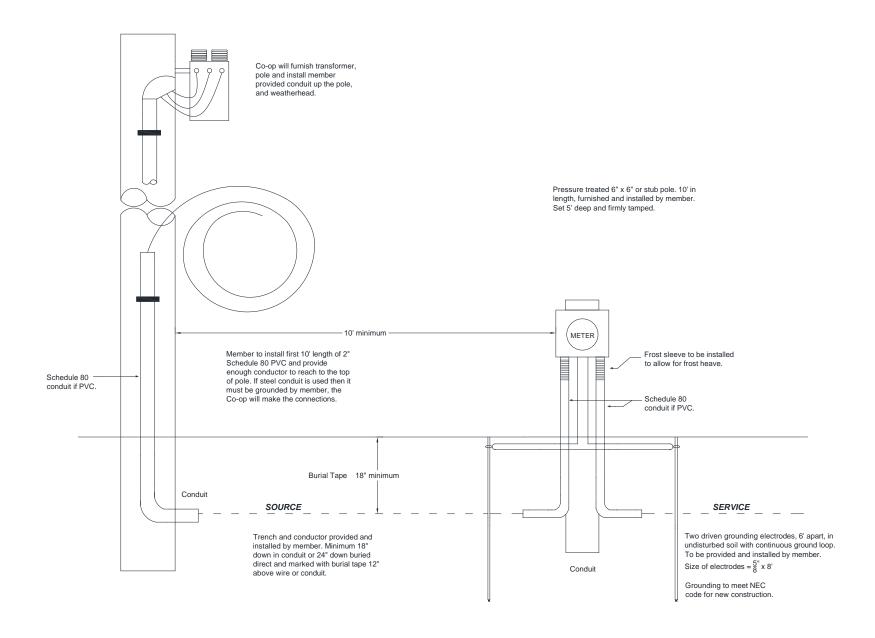
If proper depth cannot be maintained from final grade, galvanized conduit or Schedule 80 PVC must be used. All trenches parallel to the building foundation shall be no closer than four feet.

The trench shall be backfilled as described above as soon as possible after the placing of the cable. The top twelve inches of such backfill shall be well tamped while backfilling, and shall be banked over the top of the ditch to provide for settling of the backfill.

<u>Duct shall be installed under driveways. patios. or other paved areas.</u> Duct may be galvanized pipe, Type II Fiber duct or Schedule 80 PVC.

\*Members not following these minimum specifications may be refused service connection.

ITEM	MATERIAL	100 AMP SERVICE	200 AMP SERVICE	400 AMP SERVICE
1	Copper Wire, Type THW in conduit	#4	#2/0	500 MCM
2	Aluminum Wire, Type THW in Conduit	#2	#4/0	750 MCM
3	Minimum Conduit Size	2"	2"	3" 3 1/2"
4	Minimum Conduit Size For UG Service Conductors	2"	2"	4"
5	Copper Ground Wire To Driven Grounding Electrodes	Minimum #6	Minimum #4	Minimum #1/0



# **RULES AND REGULATIONS**

# **APPENDIX B**

# DISCONNECT PROCEDURES FOR DELINQUENT ACCOUNTS MANUAL

# Steuben Rural Electric Cooperative, Inc.

Disconnect Procedures for Delinquent Accounts Manual

Adopted: January 16, 2017 Revised: April 04, 2019



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## STEUBEN RURAL ELECTRIC COOPERATIVE, INC.

Disconnect Procedures for Delinquent Accounts Manual SECTION I – Billing Process & Notice Format

# Billing (Month 1)

Billing occurs on the 10th business day of each month for the preceding month's services rendered.



# **Billing Due Date (Month 2)**

Billing is due by the 5th day of the month following the billing.



# **Penalty Date (Month 2)**

1.5% Interest is assessed on all unpaid balances the 11th day of the month following the billing.



# Past Due Reminder ("DQ1" - Month 2)

A past due reminder is sent to unpaid accounts on the 11th day of the month following the billing stating that balances are due by 23rd day of the current month. See Appendix B.



# **Disconnect Notice ("DQ2" - Month 2)**

A disconnect notice is sent to unpaid accounts on the 23rd day of the month following the billing stating a disconnect will be the 10th day of the following month. See Appendix C.



# **Final Disconnect Notice ("Cutoff" - Month 3)**

A cutoff notice is sent, via certified mail, to unpaid accounts by the 10th business day of the month following the disconnect notice (DQ2), giving the member 15 days to resolve past due balances. See Appendix C.



**Proceed with Disconnect Procedures Disconnect (Month 3)** 

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION I – Billing Process & Notice Format, Continued

## **Prior Notice Requirements (NYCRR-Chapter X-Section 459.3)**

**General Disconnect Notice Requirements -** Notice prior to disconnect shall be conducted in accordance with the provisions of the New York Codes, Rules and Regulations ("NYCRR"), Chapter X, Section 459.3. In accordance with NYCRR Chapter X, Section 459.3, Steuben Rural Electric Cooperative, Inc. (the "Cooperative") shall provide the "Cutoff Notice" via certified mail to the customer at the address at which service is received. In certain circumstances, notice may also be served personally upon a member, with confirmation noting such contact in the member's NISC Ivue account notes. Personal contact is also attempted by hanging a door tag prior to disconnect.

**Billing Address Different From the Service Location Address -** In accordance with NYCRR Chapter X, Section 459.3, if a member has requested in writing to the Cooperative to have an alternate address for billing purposes, the certified notice shall be sent to both the alternate address and to the premises where service is rendered.

## **Disconnect Notice Format (NYCRR-Chapter X-Section 459.4)**

Notice format is governed by NYCRR Chapter X, Section 459.4. In accordance with NYCRR Chapter X, Section 459.4, <u>every</u> notice indicating discontinuance of service for nonpayment of service bills rendered must fulfill the 5 requirements listed. The Cooperative's Disconnect Notice (DQ1), Final Disconnect Notice (Cutoff) and Door Tags are considered notice indicating discontinuance of service for nonpayment. To satisfy the requirements of NYCRR Chapter X, Section 459.4, the Cooperative's notices shall include:

- ✓ The reason for discontinuance.
- ✓ The total amount required to be paid by the customer to avoid discontinuance of service.
- ✓ Method whereby the customer may tender payment.
- ✓ The availability of the Cooperative to consider customer complaints prior to discontinuance of service, including the address and phone number of the office.
- ✓ The earliest date on which discontinuance of service may be attempted and the following statement on the face of the notice in bold print: "THIS IS A FINAL DISCONNECT NOTICE. TO AVOID INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL. PLEASE CONTACT THE BUSINESS OFFICE IMMEDIATELY IF YOU HAVE AN ACUTE HARDSHIP OR IF YOU ARE A RECIPIENT OF FINANCIAL ASSISTANCE FROM A LOCAL SOCIAL SERVICES DEPARTMENT. YOU MAY BE ELIGIBLE FOR A DEFERRAL ARRANGEMENT.
  - Acute hardship is defined as: a death in the family, recent unemployment, serious illness or infirmity or other grave condition existing.

In accordance with NYCRR Chapter X, Section 459.4-5d, the Cooperative shall permit a residential customer to designate, in writing, a third party to receive a copy of every notice of discontinuance of service, provided that such third party indicates in writing a willingness to receive such notices. To comply with the requirements of NYCRR Chapter X, Section 459.4-5d, the Cooperative shall include, in each quarterly newsletter the following statement: "In accordance with the provisions of the New York Codes, Rules and Regulations, the Steuben Rural Electric Cooperative, Inc. is required to permit a residential customer to designate, in writing, a third party to receive a copy of every notice of discontinuance of service to the customer, provided that such third party indicated in writing a willingness to receive such notices. If you wish to designate a third party to receive these notices, please contact the main office at (607) 776-4161 for a copy of the applicable paperwork." (New Form)

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION II – Summer Disconnect Procedures

## **Summer Disconnect Procedures**

Summer disconnects procedures apply to discontinuance of electrical service from **April 16 through October 31** each year. Summer disconnect procedures shall follow the timeline provided in the "Billing Process" section of this document as general guidance. Below is a summary of specific disconnect procedures that must occur prior to discontinuance of electric service to ensure that the Cooperative adheres to all rules and regulations of NYCRR Chapter X, Section 459 (enclosed as Appendix A). It is important to review all sections of this document prior to performing disconnect for unpaid balances. Furthermore, it is important to note that special provisions apply for certain circumstances. These are listed in the Section IV of this manual. Please refer to the special provisions if the potential discontinuance of electrical service applies to any of the following:

- ✓ Disconnect is for a resident of a two family dwelling which share a meter (apartment houses and similar).
- ✓ Multiple unit dwellings (three or more individual dwellings).
- ✓ Meter tampering and/or theft of service.
- ✓ Households in which <u>all</u> residents are elderly, handicapped and/or under 18 years of age.
  - Elderly is defined as age 62 or older
  - Handicapped is defined as any person in a household up for disconnect having physical or mental impairment which substantially limits one or more of such person's life activities
- ✓ Medical emergencies (resident requires continued electric service for medical reasons).
- ✓ Unsafe or hazardous conditions
- ✓ Landlord requesting discontinuance of electrical service as a means of collection.

The Cooperative's billing department shall <u>always</u> exhaust all possible options prior to discontinuance of service. Each member's circumstance is different and discontinuance of service is a last resort for collection of past due balances.

# Days and Hours During For Disconnects (NYCRR-Chapter X-Section 459.8)

In accordance with NYCRR Chapter X, Section 459.8, electric service may only be disconnected during certain days and hours. To comply with the requirements of this section of NYCRR, the Cooperative will not perform disconnects for nonpayment on the following days:

- ✓ Any Friday during the year.
- ✓ On or the day before any office holiday (Refer to the Cooperative website for dates).

# Payment Arrangement & Final Review (NYCRR-Chapter X-Section 459.8 & 459.14)

**Payment Arrangement Prior to Disconnect -** In accordance with NYCRR Chapter X, Section 459.14, the Cooperative shall not terminate service unless the Cooperative has first offered monthly installment plan that is just and equitable. To ensure compliance with this regulation, the Cooperative will offer payment arrangements to all members prior to discontinuance of service. Further, a final review of the member's account shall include a review to ensure a payment arrangement was offered. This review must be noted in the member's file by following the steps listed in the final paragraph of the "Payment Arrangement & Final Review of Balances" section

.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION II – Summer Disconnect Procedures, Continued

NYCRR Chapter X, Section 459.14 regulations state that the monthly installment plan should be based on the customer's ability to pay, past payment history, the amount of the indebtedness and the availability of other resources. Please see the "Payment Arrangement Decision Tool" located on the shared drive for assistance in determining a just and equitable arrangement.

All payment arrangements, other than the Cooperative's standard payment terms, must be submitted to the Cooperative's Finance Manager for authorization to ensure that the arrangement is just and equitable. The calculation and review shall be documented on the "Special Payment Arrangement Calculation Review" form. This form shall be retained as an attachment to the member's account.

In consideration of "past payment history", as stated in the regulations, the Cooperative shall not offer a payment arrangement to member's who have previously broken such agreements, unless the an arrangement is the last resource to prevent a disconnect.

**Payment Arrangement for Disconnected Members -** In accordance with NYCRR Chapter X, Section 459.14, the Cooperative must also offer a just and equitable monthly plan to all members whose service has been disconnected for nonpayment. The down payment for arrangements for disconnected members shall not exceed one-half the amount the past due balance or three month average billing, whichever is less.

Payment arrangements for disconnected members must be calculated on the "Special Payment Arrangement Calculation Review" form and submitted to the Cooperative's Finance Manager for authorization to ensure that the arrangement is just, equitable and in compliance with the requirements above. The authorization must be retained as an attachment to the member's account.

**Final Account Review for Summer Disconnects-** In accordance with NYCRR Chapter X, Section 459.8 (b), the Cooperative must take reasonable steps to verify that payment was not received or posted to the member's account up to the disconnection. To comply with NYCRR Chapter X, Section 459.8 (b), the Cooperative's billing department will perform the following:

- ✓ Review the member's account balances prior to performing manual or automated disconnects to ensure the past due balances remains unpaid.
- ✓ A final review note must be placed in NISC Ivue under the customer's account prior to all disconnected balances by doing the following:
  - 1. Log into NISC Ivue's CIS module.
  - 2. Select "Customer Management" on the dropdown menu located on the left side of the page.
  - 3. Select "Customer Contacts" on the dropdown menu located on the left side of the page.
  - 4. Select "Notes" on the dropdown menu located on the left side of the page.
  - 5. Enter the account number under the "Search Type" Menu to locate the account.
  - 6. Click "Add" at the bottom of the page to generate the note.
  - 7. Select the note type "FR Final Disconnect Review"
  - 8. Enter the date in the field provided, which should match the disconnect date.
  - 9. Click the "Never Expire" option provided.
  - 10. Within the comments section, place the following note: "Member's account was reviewed for proper notice & payment of past due balances prior to discontinuance of service. Member was sent a past due reminder, disconnect notice, final disconnect notice & a door tag was hung with no issues noted. It was noted that payment of past due balances were not satisfied. If eligible, member was offered a payment arrangement prior to discontinuance of service. Disconnect appears to be in accordance with all NYCRR Chapter X, Section 459 requirements. Disconnect will be performed on the date of this correspondence, noted above."

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual

SECTION II – Summer Disconnect Procedures, Continued

## **Summer Disconnect Procedures Overview**



Step 1. Begin Disconnect

Procedures

(Post Final Cutoff Notice)

• Review the account for payment of the past due balance.

- If past due balance is not paid in full, attempt to call the member as a final reminder.
- Attempt to set up a payment arrangement in accordance with the guidance listed on pages 3 & 4 of this manual.
- Ensure cutoff notices were sent to any third party that was elected upon the member's completion of the "Designation of Third Party Service Discontinuance Notices" form.
- •Review the account to ensure all required notices were sent in accordance with Section I, page 2 of this document.
- Review the account for a medical necessity form.
- Review the account notes to ensure that no communications exist that would prevent discontinuance of service.
- •If arrangements have not been made to satisfy the past due balance, please proceed to Step 2



- Generate the door tags the day prior to the scheduled door tag date using the Cooperative's door tag template. Upon inputting balance information for the door tag, review the account to ensure that payment of the past due balance has not been made.
- •Print the tag and create the service order. Remove the balance information tab from the door tag and attach in a sealed envelope.
- Provide door tags and service orders to member services for hanging.
- Upon hanging the door tag, member services shall complete the door tag log tab and note any instances of potential violation of special provisions listed in Section IV of this manual.
- •Member services shall detach the completed door tag log tab, attach it to the service order and return this to the billing department for filing.
- Schedule disconnect for a date that complies with NYCRR requirements listed on page 3.
- If past due balance is not paid by the disconnect date, proceed to Step 3.



- Attempt to make a final reminder call on the day of disconnect.
- Review the account to ensure payment of the past due amountwas not received on the date of the schedule disconnect.
- Review the door tag to ensure that no special provision may be violated.
- •Conduct a final review of this manual to ensure disconnects are in compliance with NYCRR.
- •Place a note on the member's account with the standard wording. The standard wording is listed on page 4 of this manual in the "Final Account Review for Summer Disconnects" paragraph.
- Place the disconnect service order. Install and integrate the disconnect collar (if necessary).
- Attempt to make a final contact.
- Take a final meter read, perform disconnect and calulate reconnect balance.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION III – Winter Disconnect Procedures

## Winter Disconnect Procedures (NYCRR-Chapter X-Section 459.9)

Winter disconnects procedures apply to discontinuance of electrical service from **November 1 through April 15** each year. The Cooperative's member services and billing department must exercise extreme caution when performing winter disconnects due to stringent requirements. Winter disconnect procedures shall follow the timeline provided in the "Billing Process" section of this document as general guidance. Below is a summary of specific disconnect procedures that must occur prior to discontinuance of electric service to ensure that the Cooperative adheres to all rules and regulations of NYCRR Chapter X, Section 459.9 (enclosed as Appendix A). It is important to review all sections of this document prior to performing disconnect for unpaid balances. Furthermore, it is important to note that special provisions apply for certain circumstances. These are listed in the Section IV of this manual. Please refer to the special provisions if the potential discontinuance of electrical service applies to any of the following:

- ✓ Disconnect is for a resident of a two family dwelling which share a meter (apartment houses and similar).
- ✓ Multiple unit dwellings (three or more individual dwellings).
- ✓ Meter tampering and/or theft of service.
- ✓ Households in which <u>all</u> residents are elderly, handicapped and/or under 18 years of age.
  - Elderly is defined as age 62 or older
  - Handicapped is defined as any person in a household up for disconnect having physical or mental impairment which substantially limits one or more of such person's life activities
    - Certified as being physically disabled by a licensed professional
    - Certified as being mentally disabled by a licensed psychiatrist or registered psychiatrist.
- ✓ Medical emergencies (resident requires continued electric service for medical reasons).
- ✓ Unsafe or hazardous conditions
- ✓ Landlord requesting discontinuance of electrical service as a means of collection.

<u>Please note:</u> All rules, regulations and procedures listed in this manual apply to winter disconnects. Items listed in this section are additional requirements for winter disconnects in accordance with NYCRR Chapter X, Section 459.9.

# **Personal Contact Requirement for Winter Disconnects**

After Hours Personal Contact - NYCRR Chapter X, Section 459.9, states that the utility shall be required to make diligent efforts by telephone or in person to establish contact with the delinquent customer or a responsible resident adult (18 years of age or older) at the service address at least 72 hours prior to termination. At a minimum, attempts at personal contact shall include one attempt during normal working hours and in the event that personal contact is not achieved, at least one attempt during reasonable non-business periods. Reasonable non-business periods are defined as Monday through Friday 6 pm to 9 pm and Saturdays, Sundays and Holidays from 9 am to 5 pm. The Cooperative utilizes door tags to fulfill the personal contact requirements. Door tags shall be hung at the service address and with any third party designated to receive notices by the member. Therefore, door tags provide an attempt at personal contact outside of regular business hours. Door tags include a summary of required payment needed to be received in order to avoid discontinuance and instructions on how to contact the office. If the service address and mailing address are different, an attempt by phone of e-mail will be conducted after hours. If contact is not met, this shall be noted in the account.

**Language Barriers** - If communication is not possible because of an apparent language barrier, the Cooperative's billing department must notify the Finance Manager. The Finance Manager will be responsible for taking reasonable steps to assure proper communication before discontinuance of service.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION III – Winter Disconnect Procedures, Continued

Potential Impairment to Human Health - NYCRR Chapter X, Section 459.9 states that during the personal contact, the utility's representative shall fully explain the reasons for discontinuance and shall attempt to ascertain whether a serious impairment to human health may result. If, in the judgment of the utility's representative, the discontinuance of electric service will lead to serious impairment of human health to any resident of the premises, the service shall not be discontinued. To adhere to these requirements, the Cooperative includes standard language on all door tags that states: "If discontinuance of electric service could result in serious impairment to human health of any resident, please contact our office immediately". As defined by NYCRR Chapter X, Section 459.9, a serious impairment of human health is indicated if a customer or other resident appears to be seriously impaired and may, because of mental or physical problems, be unable to manage his own resources, carry out activities of daily living or protect himself from neglect or hazardous situations without assistance from others. Indicators of serious impairment to human health include, but are not limited to:

- (i) Age, infirmity or mental incapacitation;
- (ii) Use of life support systems, such as dialysis machines or iron lungs;
- (iii) Serious illness;
- (iv) Physical disability, including blindness and limited mobility;
- (v) Recent death in the family;
- (vi) The presence of young children;
- (vii) Any other factual circumstances which indicate severe or hazardous health situations

If a member provides an employee with an indication that serious impairment to human health may be caused by discontinuance of service, the Cooperative's employee must notify the General Manager and/or the Finance Manager for a final determination on the disconnect. Documentation shall be placed in the member's account notes, as a note type of "HH – DQ Impairment to Human Health", and retained for future reference. As stated in NYCRR Chapter X, Section 459.9, all doubts shall be resolved in favor of continued service. In accordance with NYCRR Chapter X, Section 459.9, instances in which a member is past due and discontinuance of service is determined to have the potential to cause serious impairment to human health, the Cooperative is required to refer the account to the local social services commissioner. Prior to referring the account to the local social services commissioner, the Cooperative requires that a Cooperative employee contact the member and note that we are required to refer all accounts scheduled to be disconnected and determined to potentially have a serious human health impairment to the local social services commissioner. Also stated in NYCRR Chapter X, Section 459.9, the utility may disconnect service if, upon investigation of the local social services commission, it is determined that the condition would not impair human health the utility may disconnect service. In such instances, it shall be the practice of the Cooperative to continue with the discontinuance after hanging a 72 hour door tag and an attempt to notify the member of the results from the social services investigation.

Annual Review of Previous Disconnects by November 1<sup>st</sup> - NYCRR Chapter X, Section 459.9 requires an annual review of all prior disconnects within the 12 month period be reviewed. In regards to instances in which power has not been restored, the Cooperative must make contact by phone or in person to inquire if continued lack of electric service may expose the member or other residents to a serious impairment of human health. If such determination is made, the Cooperative is required to report the situation to the local social services commissioner. Furthermore, the Cooperative requires that the billing department document the review. The documentation should include: (a) A list of all disconnects in the 12 month period; (b)A notation of those accounts in which power has not been restored; (c) The dates in which personal contact was made or, where applicable, circumstances in which contact could not be made; (d) A notation shall be made in the documentation for accounts in which the member indicated that a serious impairment existed and the date in which the account was referred to the local social services commissioner; (e) Date in which the full review was completed and a signature from the employee responsible for conducting the review.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION IV – Special Provisions & Procedures

# Two Family Dwellings with Shared Metering (NYCRR-Chapter X-Section 459.5)

In accordance with NYCRR, Chapter X, Section 459.5, it is the Cooperative's policy to provide 15 days written notice, via certified mail, of the intent to disconnect electrical service to a two family dwelling with shared metering. This notice shall be sent to the owner of the premises and to each occupant of the dwelling. A copy of the notice shall also be posted at the premises. The notice shall include the following: (a) intended date of termination: (b) the amount due for such service; (c) the procedures by which any occupant may make a payment or take action to avoid termination. The procedures for payment on the notice include the following: (a) a statement that any occupant, provided that the delinquent account is not in their name, may prevent termination of service by turning the service into their name provided that the occupant applies for service, is eligible for service and posts the upfront costs of membership (\$25 customer charge and \$100 deposit); (b) a statement that any occupant of the premises may prevent termination of service by making the required payment without being liable for any future bills which may be rendered to the utility, provided that the delinquent account is not in their name. A maximum charge applies if an occupant, provided that the delinquent account is not in their name, agrees to make the payment to avoid termination. In such instances, NYCRR, Chapter X, Section 459.5 states that the balance to be paid in order to avoid termination must not exceed two months worth of bills in arrears. Upon the past due balance being satisfied, each occupant and the owner of the premises shall be sent a notice that states that the past due balance has been satisfied and termination intentions are no longer standing. Any occupant may also request to receive a copy of any future bills despite not being listed on the account.

## **Multiple Unit Dwellings (NYCRR-Chapter X-Section 459.6)**

In accordance with NYCRR, Chapter X, Section 459.6, it is the Cooperative's policy to provide 15 days written notice, via certified mail, of the intent to disconnect electrical service to the owner of the premises or to whom the last bill was rendered. This notice shall also be provided to each occupant of the dwelling, the local social services commissioner and local health officer. Furthermore, this notice shall also be posted in any public areas of premises. Notice to the local social services commissioner and local health office shall be repeated not more than four business days and not less than two business days prior to the scheduled disconnect. The notice shall include: (a) the intended date of discontinuance of service; (b) the name and telephone number of a contact at the Cooperative who will advise occupants of the amount due and who will arrange and any requested meetings between the occupants to attempt to work out a mechanism for avoiding disconnect in the event that the owner or customer continues to fail to make payment or make other payment arrangements; (c) a statement of the occupants right to offset, against their rent, payments to the Cooperative under section 235 of the New York Real Property Law. A maximum charge applies if any or all occupants, provided that the delinquent account is not in their name, agrees to make the payment to avoid termination. In such instances, NYCRR, Chapter X, Section 459.6 states that the Cooperative is limited to requiring the most recent bill be satisfied to avoid termination.

# Elderly/Handicapped/Child Residents (NYCRR-Chapter X-Section 459.10)

In accordance with NYCRR, Chapter X, Section 459.10, instances in which the Cooperative knows, or reasonably should know, that <u>all</u> residents of a household are elderly (+62 year of age), handicapped or 18 years of age or younger, require that the additional procedures applicable to winter disconnects must be applied throughout the entire year before disconnection of service. This provision includes households consisting of a single resident fitting the criteria defined above. Handicapped is defined as any person in a household up for disconnect having physical or mental impairment which substantially limits one or more of such person's life activities; certified as being physically disabled by a licensed professional; certified as being mentally disabled by a licensed psychiatrist or registered psychiatrist.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION IV – Special Provisions & Procedures, Continued

## **Meter Tampering & Theft of Service (NYCRR-Chapter X-Section 459.7)**

In accordance with NYCRR, Chapter X, Section 459.7, the Cooperative reserves the right to discontinue service, without prior notice, to a member if, with reasonable certainty, the meter or service laterals have been tampered with in any manner. The Cooperative charges the amount owed based upon the estimated consumption of electricity not recorded on the meter and damage to any property of the Cooperative. All damages will be based on replacement cost.

## **Medical Emergencies (NYCRR-Chapter X-Section 459.11)**

In accordance with NYCRR, Chapter X, Section 459.11, electric service to a resident shall not be terminated where a medical doctor or local board of health has certified in writing that termination of service will aggravate an existing medical emergency at a member's residence. The Cooperative must accept a verbal certification, provided that written certification is received within 5 business day. Upon the 6<sup>th</sup> business day, the Cooperative may terminate electric service.

## **Unsafe or Hazardous Conditions (NYCRR-Chapter X-Section 459.12)**

In accordance with NYCRR, Chapter X, Section 459.12, the Cooperative may terminate electric service, without prior notice, in the event of special situations such as storms, cable breaks, accidents or other cases involving emergency maintenance and unsafe or hazardous conditions. In instances in which the hazardous situations are caused by the member or are caused by defects in equipment on the member's side of the service, the Cooperative reserves the right to discontinue service and require a copy of inspection, conducted by an approved inspection agency, with a statement that all hazardous situations have been resolved prior to reconnection. The Operations Manager shall attempt to make personal contact on or after termination.

# **Landlord/Tenant - Discontinuance of Electrical Service by Landlord (SREC Procedure)**

In instances in which electric service is in a landlord's name and the landlord requests discontinuance of electric service and it could be reasonable assumed that tenants reside in the household, the Cooperative's billing department shall notify the landlord that the Cooperative's policy is to provide 72 hours notice. Furthermore, the landlord shall be informed that the Cooperative's policy do not permit disconnects on Fridays or the day prior to any office holiday. Shall the 72<sup>nd</sup> hour fall on one of these days, the Cooperative will perform the disconnect on the next business day. If contact cannot be made by phone, the Cooperative's billing department shall create a door tag and service order for hanging of the tag at the service address. The door tag shall notify any tenant of the intent to disconnect. The landlord must also provide a written statement which states that there is no one residing at the premises and that disconnection of electrical service will not, in any manner, result in an impairment human health.

# **Door Tag Requirements (SREC Procedure)**

The Cooperative shall modify all door tags in order to comply with any current rules and regulations. Door tags are required to be hung for all discontinuance of electrical service for nonpayment with a minimum of 72 hours notice, including a breach of a payment arrangement agreement.

# **Procedures for Sending Unpaid Balances to a Collections Agency (SREC Procedure)**

Unpaid balances will be sent to Transworld on the 11<sup>th</sup> day of each month through "Collections Management" in NISC. From there, 5 notices will be sent every 10 days for 60 days. Collections on these balances shall be taken by SREC personnel only. If amounts remain unpaid after the 60 day period, SREC will evaluate further collections options with Transworld. Balances at this 60 day mark will be processed through the "Bad Debt Write Off" process in NISC and transferred from accounts receivable balances to uncollectible account balances. If balances still remain unpaid at the time that capital credit retirement checks are issued to the member, the retirement checks will be offset with the uncollectible account balances.

# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual SECTION V – Reconnection

### **Reconnection (NYCRR-Chapter X-Section 459.13)**

In accordance with NYCRR, Chapter X, Section 459.13, the Cooperative is required to reconnect service, except in extreme and unusual circumstances, to any disconnected customer not more than 24 hours after any of the following events occur:

- Receipt of the Cooperative of the full amount due and owing (including arrears, reconnection charges, collections charges, and, if applicable, a security deposit when requested in writing for which service had been disconnected.
- Agreement by the Cooperative to a plan by which the member is obligated to satisfy the arrears (payment arrangements).
- Receipt of a commitment of a direct payment or a written guarantee of payment from the local social services commissioner
- At the direction of the New York State Power Authority

The Cooperative considers arrears to be any past due balances. For instances in which the Cooperative received the full amount due and owing (or an applicable form of payment guarantee, including a payment arrangement) is received and reconnection is requested by 2 pm during normal business, a \$70 reconnection fee applies to cover the costs of the reconnection. If payment or payment guarantees are received and reconnection is requested after 2 pm, weekend or office holiday, a \$400 reconnection fee applies to cover the costs of the reconnection and any overtime associated. The Cooperative shall require a member disconnected for nonpayment to post a refundable deposit of \$100, in addition to the other past due balances and fees, prior to reconnection of electrical service.

If payment of all past due balances is received, reconnection is made and the form of payment is returned due to insufficient funds or for any other circumstances, it is the Cooperative's policy to make a single attempt of contact by phone or in person in order to allow a member to resolve the issue with the payment. The Cooperative reserves the right to reject certain noncash payments (to satisfy the balance). If a member cannot be reached or payment is not received within 24 hours, the billing department will move forward with immediate termination of the electric service.

Provided that the member has a disconnect collar installed, the Cooperative's billing department shall conduct all reconnections remotely.

As stated in the special provisions section of this document, In instances in which the hazardous situations are caused by the member or are caused by defects in equipment on the member's side of the meter, the Cooperative reserves the right to discontinue service and require a copy of inspection, conducted by an approved inspection agency, with a statement that all hazardous situations have been resolved prior to reconnection. The Operations Manager shall attempt to make personal contact on or after termination of service.

### OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK TITLE 21. MISCELLANEOUS

### CHAPTER X. POWER AUTHORITY OF THE STATE OF NEW YORK PART 459. PROCEDURES FOR NOTICE OF DISCONTINUANCE OF ELECTRIC SERVICE

### 459.1 Application.

Any municipality or rural electric cooperative purchasing essentially all of its power requirements from the Power Authority of the State of New York shall incorporate into its service rules and enforce the procedures governing discontinuance of electric service as set forth in sections 459.2 through 459.14 of this Part.

#### 459.2 Definitions.

The following words and phrases as used in this Part shall have the following meanings, unless a different meaning is plainly required by the context:

- (a) Customer means a person, firm or corporation purchasing electric service from a municipality.
- (b) Elderly means age 62 or older.
- (c) *Handicapped* means having any physical or mental impairment which substantially limits one or more of such person's life activities, where such person is:
  - (1) certified as being physically disabled by a licensed physician; or
  - (2) certified as being mentally disabled by a licensed psychiatrist or registered psychologist.
- (d) *Utility* means a municipal electric or rural electric cooperative system purchasing essentially all of its power requirements from the Power Authority of the State of New York.
- (e) Resident means any person residing in a dwelling served by the utility.

### 459.3 Prior notice time requirement.

- (a) No utility shall discontinue service for failure to pay electric service bills rendered or for failure to post a required deposit until at least 35 days have elapsed from date payment was due. Additionally, such termination cannot occur until:
  - (1) at least 15 days after written notice has been served personally upon a customer or resident 18 years of age or older; or
  - (2) at least 15 days after the utility mails written notice by a registered or certified letter to the customer at the address at which service is received.
- (b) If a customer has requested in writing to the utility to have an alternate address for billing purposes, the notice authorized under paragraph (a)(2) of this section shall be sent both to the alternate address and to the premises where service is received.

#### 459.4 Notice format.

- (a) Every notice indicating discontinuance of service for nonpayment of service bills rendered or for failure to post a required deposit shall clearly state in nontechnical language:
  - (1) the reason for service discontinuance;
  - (2) the total amount required to be paid by the customer to avoid discontinuance of service, indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;
  - (3) a method whereby the customer may tender payment of the full sum due and owing, including any required deposit or other mutually satisfactory arrangement, to avoid the discontinuance of service;
  - (4) the availability of utility procedures to consider customer complaints prior to discontinuance of service, including the address and phone number of the office of the utility which the customer may contact in reference to customer's account: and
  - (5) the earliest date on which discontinuance of service may be attempted.
- (b) The following information in bold type is also to appear on the face of the disconnect notice:
  - "THIS IS A FINAL DISCONNECT NOTICE. TO AVOID INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTIONOF THE UTILITY WHEN PAYING THIS BILL."

- (c) Every notice shall include a statement advising customers that they should contact the utility's business office immediately if any acute hardship, such as death in the family, recent unemployment, serious illness or infirmity, or other grave condition exists, or if they are a recipient of financial assistance from a local social services department in order that such utility may prudently determine whether any temporary arrangement should be employed to avoid immediate termination.
- (d) The utility shall permit a residential customer to designate, in writing, a third party to receive a copy of every notice of discontinuance of service to the customer, provided that such third party indicates in writing a willingness to receive such notices. The utility will provide notice to the third party based on the name and address submitted by the requesting customer. The utility shall not be responsible for any incorrectness in the name and address provided or for the failure of any customer to furnish timely and appropriately updated or revised information, nor for its unintentional failure to provide such third party notice. The utility will advise its residential customers annually of the procedure available to them to designate a third party to receive a copy of a notice of discontinuance. Unless liable by law as a guarantor or otherwise, the designated third party shall not be deemed financially responsible for the customer's bills.

### 459.5 Two family dwellings.

- (a) The utility shall not discontinue electric service to a two family dwelling that it knows contains units where service is not metered separately unless the utility has given 15 days' written notice of its intention to terminate service as follows:
  - (1) a copy of such notice shall be mailed via registered or certified letter to the owner of the premises affected, or in lieu thereof, to the person, firm or corporation to whom or which the last preceding service bill has been rendered;
  - (2) a copy of such notice shall be mailed or otherwise delivered to each occupied unit; and
  - (3) where possible, a copy of such notice shall be posted in a conspicuous place at or within the dwelling.
- (b) Such notices shall state the intended date of termination of service, the amount due for such service, and the procedure by which any occupant may make payment or take action to avoid termination of service, including:
  - (1) that any occupant may prevent termination of service if such occupant applies for and is eligible for such service; and
  - (2) that any occupant may prevent termination of service by making payments in accordance with established procedures. In no event shall such payments include bills more than two months in arrears. Any occupant who chooses to pay current charges shall not be liable for any future bills which may be rendered for utility service supplied to the dwelling. The utility shall continue to render all bills to the customer with a copy to be sent to any occupant upon request.
- (c) When the obligations owed to the utility for service to a dwelling have been satisfied, the utility shall notify an occupant of each dwelling which was given notice of intent to terminate service.

### 459.6 Multiple unit dwelling.

- (a) The utility shall not discontinue service to an entire multiple unit dwelling (defined as containing three or more individual dwelling units) where the customer to whom the last preceding bill has been rendered, or from whom or which the utility has received payment therefore, has failed to pay such electric bills until 35 days have elapsed from the date payment was due. Additionally such termination cannot occur until the utility has complied with the following procedures:
  - (1) The utility must give 15 days' written notice of its intention to so discontinue by personally serving such notice on the owner of the premises affected or on the customer to whom the last preceding bill was rendered, or from whom or which the utility has received payment therefore, and on the superintendent or other person in charge of the building, if it can be readily ascertained that there is such superintendent or other person in charge.
  - (2) The utility must give 15 days' written notice by registered or certified letter to the owner or customer specified in paragraph (1) of this subdivision, if such notice is mailed to the address of such person(s), firm or corporation.
  - (3) In addition to the notice prescribed by paragraphs (1) and (2) of this subdivision, 15 days' written notice shall be posted in the public areas of such multiple dwelling; and 15 days' written notice shall be mailed to the occupant of each unit in that multiple dwelling and to the local health officer and director of the social services district for the political subdivision in which the multiple dwelling is located. Notice to health officers and directors of social services shall be repeated not more than four working days nor less than two working days prior to such discontinuance.
  - (4) Whenever a notice of intention to discontinue electric service has been made pursuant to the provisions of this section and obligations owed the utility have been satisfied, the utility shall, in the same manner as it gave such notice of intention, notify the occupant of each unit that the intention to discontinue electric service no longer exists.

- (b) Notwithstanding the provision of subdivision (a) of this section, no utility shall discontinue services to a multiple dwelling, where the owner or customer responsible for making payment fails to pay utility bills, as long as occupants of such multiple dwellings continue to make timely payments for such service. All notices referred to in subdivision (a) of this section shall contain the intended date of discontinuance of service and the name and telephone number of a contact at the utility who will advise occupants of the amount due for electric service and who will arrange meetings with occupants to attempt to work out a mechanism for avoiding discontinuance of service in the event that the owner or customer continues to fail to make requisite payments or arrangements for such payments. The notice shall also refer to the provisions contained in subdivision (a) of section 235 of the New York Real Property Law authorizing occupants to set-off, against their rent, payments to utilities in such circumstances.
- (c) A utility may not require occupants in a multiple dwelling electing to make payments as detailed in subdivision (b) of this section to pay more than the current electric charges incurred by the owner or customer, to whom or which the last preceding bill has been rendered or from whom or which the utility has received payment therefore. A current charge for purposes of this section means the amount properly billed the owner or customer, for electricity used during the most recent billing period covered by the first bill rendered on or after the date when the disconnect notice is issued. The current charges will not include any arrears for earlier billing periods that may appear on such a bill.

### 459.7 Tampering and theft of services.

- (a) Except as provided for in section 459.9 of this Part, a utility may reserve the right to discontinue service to a customer in any and all cases in which the facts establish, with reasonable certainty, that the meter or service laterals, or any part of same, have been tampered with in any manner which affects the proper operations of the same or the registering on the meter of the full amount of electricity being consumed. In cases where tampering and/or theft of service has been established, the customer shall pay the following charges to the utility:
  - (1) the amount owed based upon the estimated consumption of electricity not recorded on the meter; and
  - (2) the damage to or any loss or destruction of the meter and other property of the utility. All damages will be based on current replacement cost.
- (b) Where the utility has disconnected service, such service will not again be restored unless the customer pays the foregoing charges to the utility or agrees to make such payments under an installment plan.

### 459.8 Days and hours during which service may be discontinued.

- (a) Electric service may be discontinued on Monday through Thursday during the regular business hours of the utility. Service may not be discontinued on, or immediately preceding, a day in which the office of the utility is not open for business or on a public holiday. The utility may refuse to resume electric service so long as any part of the amount due remains unpaid, unless other mutually satisfactory arrangements are made.
- (b) A utility may not discontinue service for nonpayment of service bills rendered or failure to post a required deposit until it has taken reasonable steps to verify that payment was not received or posted to the customer's account up to the day that disconnection is to occur. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance of service shall not constitute payment and no further notice need be issued prior to discontinuance.
- (c) Such discontinuance of electric service will not relieve customer of liability for any minimum charge during the time electric service is so discontinued.

### 459.9 Winter discontinuance procedures.

- (a) During the period November 1 to April 15, the following discontinuance procedures for nonpayment of service bills rendered, for failure to post a required deposit, or for tampering or for theft of services, are to be observed where electric service is necessary to heat, or to operate a heating system in a residence:
  - (1) In addition to the procedures set forth in sections 459.3 through 459.7 of this Part, the utility shall be required to make diligent efforts by telephone or in person to establish contact with the delinquent customer or a responsible resident adult (18 years or older) at the service address at least 72 hours prior to termination. At a minimum, attempts at personal contact shall include one attempt during normal working hours and in the event that personal contact is not achieved, at least one attempt during reasonable nonbusiness periods herein defined as:

	Monday through Friday
	Saturdays, Sundays and Holidays

If communication with the person contacted is not possible because of an apparent language barrier, the utility shall take reasonable steps to assure proper communication before discontinuance. During the contact, the utility's representative shall fully explain the reasons for discontinuance and shall attempt to ascertain whether a serious impairment to human health may result. If contact is made and in the judgment of the representative of the utility no impairment to human health would occur, service may be discontinued. If, however, in the judgment of the representative of the utility, discontinuance of electric service will lead to serious impairment of human health to any resident of the premises, the service shall not be discontinued.

- (2) For the purpose of this Part, a serious impairment to human health is indicated if a customer or other resident appears to be seriously impaired and may, because of mental or physical problems, be unable to manage his own resources, carry out activities of daily living or protect himself from neglect or hazardous situations without assistance from others. Indicators of serious impairment to human health include, but are not limited to:
  - (i) age, infirmity or mental incapacitation;
  - (ii) use of life support systems, such as dialysis machines or iron lungs;
  - (iii) serious illness;
  - (iv) physical disability, including blindness and limited mobility;
  - (v) recent death in the family;
  - (vi) the presence of young children; and
  - (vii) any other factual circumstances which indicate severe or hazardous health situations.

The above criteria are general standards and the utility's representatives must exercise discretion, sound judgment and common sense in ascertaining whether a serious impairment to human health exists. Doubts should be resolved in favor of continued service.

- (3) Information concerning the circumstances where it is found that discontinuance of service would lead to serious impairment to human health is to be documented and the account referred to the local social services commissioner. No utility shall terminate service for nonpayment where a customer or other resident exhibits an indication of a serious impairment to human health, as described in paragraph (a)(2) of this section, unless:
  - (i) the utility notifies the local social services commissioner orally, and within five days in writing, that the customer or other resident exhibits an indication of a serious impairment to human health; and
  - (ii) the local social services commissioner, after an investigation, informs the utility that the health-impairing condition does not exist or is not serious, or that an alternative means for protecting the person's health has been devised.

The utility may exercise its own discretion with respect to terminating service to the customer in the event it does not receive an oral or written report from the local social services commissioner within 15 business days after the written referral of the matter by the utility to the commissioner.

- (4) if contact is not made after several good faith attempts, on the day termination of service is scheduled, a representative of the utility must visit the premises in order to determine whether there is continuing occupancy and whether a serious impairment to human health, as described in paragraph (a)(2) of this section, exists. If such an impairment is found to exist, or again no contact is made and there is reason to believe the premises has not been vacated, service shall not be discontinued and the account shall be immediately referred to the local social services commissioner. In all cases referred to the local social services commissioner, the utility shall request that the commissioner report back to the utility his findings and any required action. If the utility or the social services commissioner determines that no customer or other person residing in the premises faces impairment to his or her health, or that an alternative means for protecting the person's health has been devised, the utility may immediately discontinue the electric service.
- (b) During the period September 1 to November 1 of each year, the utility shall review all cases where discontinuance of service occurred during the prior 12-month period where the electric service provided was necessary to heat a residence, or to operate a heating system therein, and where service has not been restored. A representative of the utility must, by telephone or in person, contact the delinquent customer or a responsible resident 18 years of age or older to determine if continued lack of service may expose the customer or other resident of the premises to a serious impairment to human health. If such determination is made, the customer shall be referred to the local social services commissioner.

### 459.10 Special provision for the elderly and handicapped.

(a) Where the utility knows, or reasonably should know, that all the residents of a household are elderly, handicapped, or 18 years of age or younger, procedures as set forth in subdivision (a) of section 459.9 of this Part shall be followed throughout the entire year.

(b) The utility annually may survey its customers to determine the applicability of this provision to each residential service address. The utility is not liable for the failure of any customer to furnish such information.

### 459.11 Medical emergencies.

Electric service to a residence shall not be terminated where a medical doctor or local board of health has certified in writing that termination of service will aggravate an existing medical emergency at a customer's residence, provided that an initial certification by telephone is authorized if written certification is received within the next five business days.

#### 459.12 Unsafe or hazardous conditions.

In the event of special situations such as storms, cable breaks, accidents, or other cases involving emergency maintenance and unsafe or hazardous conditions, electric service may be temporarily terminated without prior notice.

#### 459.13 Reconnection.

- (a) Except in extreme and unusual circumstances or where a customer requests otherwise, the utility shall reconnect service to any disconnected residential customer not more than 24 hours after any of the following events:
  - (1) receipt by the utility of the full amount due and owing (including arrears, reconnection charges, collection charges, and, if applicable, a security deposit when requested in writing) for which service had been disconnected;
  - (2) agreement by the utility to a plan by which the customer is obliged to satisfy the arrears;
  - (3) receipt of a commitment of a direct payment or a written guarantee of payment from the local social services commissioner; or
  - (4) direction by the Power Authority of the State of New York.
- (b) The direction to reconnect service under paragraph (a)(4) of this section will only occur when it reasonably appears, in exceptional circumstances, that there is legitimate dispute about an unpaid portion of the arrears claimed by a utility; where an apparent error in the disconnection of service has occurred, or where a serious impairment to human health or safety seems to exist. In circumstances where the customer makes acceptable arrangements for the payment of all amounts owed, the customer will be informed that if he does not honor the agreement, the service will be disconnected and will not be reconnected until full payment is made of all amounts owing. In cases where the customer has a history of reconnecting his own service or of not honoring previous agreements, the utility may require that the customer make full payment of all amounts owing before service is restored.

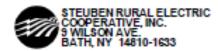
### 459.14 Installment plan.

No utility shall terminate service unless the utility has first offered a monthly installment plan that is just and equitable. Each utility must offer a just and equitable monthly plan to all customers whose service has been disconnected for nonpayment. To the extent practicable, the monthly installment plan should be based on the customer's ability to pay, past payment history, the amount of indebtedness, and the availability of other resources. The monthly installment plan should require a customer to pay current bills and a portion of past indebtedness and may include a provision for payment of interest on the arrears. Such agreement may provide for a down payment of the arrears provided that no such down payment shall exceed one-half of the amount of the arrears or three months average billing, whichever is less. Such agreement may be renegotiated and amended where the customer can demonstrate that there have been significant changes in his or her financial circumstances which have arisen due to conditions beyond the customer's control.

### STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual

**APPENDIX B – Past Due Reminder - Example** 

0000405800



Phone (607) 776-4161 CHERRY CREEK (716) 296-5651 NY TOLL FREE # (800) 843-3414

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4 256 C-1 P-3

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09/11/2015

Dear Member,

In reviewing our payment records this month, we have noted that your account is past due. A payment was last received on this account on 08/04/2015.

As this total due exceeds one month's current billing, full payment or arrangement for payment must be made with our office no later than the <u>payment due date above</u> to avoid certified letter issuance of a final disconnect notice.

If you do not have a time payment agreement, you may be eligible for one up until the time of disconnect.

If you have already paid this bill, THANK YOU.

Steuben Rural Electric Credit Department

Please detach and return bottom portion with payment

### PAST DUE REMINDER

Account Number	Payment Due Date	Total Amount Due	For Office Use
	09/23/2015	314.59	

STEUBEN RURAL ELECTRIC COOPERATIVE, INC. 9 WILSON AVE. BATH, NY 14810-1833

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Account Number:

Map Location:

Current Bill:

30 Days Past Due:

50 Days Past Due:

90 Days Past Due:

\$0.00

Total Amount Due:

\$314.59

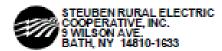
Payment Due Date: 09/23/2015



### STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual

**APPENDIX C – Disconnect Notice - Example** 

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Phone (607) 776-4161 CHERRY CREEK (716) 296-5651 NY TOLL FREE # (800) 843-3414

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### DISCONNECT NOTICE

ACCOUNT NUMBER	AMOUNT DUE
	314.59

Did you forget to pay your bill? According to our records, your bill has not been paid. If payment is not received prior to the disconnect date, a trip may be made and your service will be subject to disconnection. If service is disconnected, payment of the reconnect fee, total amount due and final billing through the disconnect reading will be required before service will be restored. A new or additional deposit will also be required.

THIS IS A FINAL DISCONNECT NOTICE. THIS NOTICE SUPERSEDES ALL OTHER NOTICES. TO AVOID INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THE BILL. PLEASE CONTACT THE BUSINESS OFFICE IMMEDIATELY IF YOU HAVE AN ACUTE HARDSHIP OR IF YOU ARE A RECIPIENT OF FINANCIAL ASSISTANCE FROM A LOCAL SOCIAL SERVICES DEPARTMENT. YOU MAY BE FLIGHLEFOR A DEFERRAL ARRANGEMENT.

If you do not agree with this notice please contact the office				
Billing Date	08/12/2015	Past Due		
Notice Date	09/23/2015	30 Days Past Due	175.21	
Disconnect Date	10/10/2015	60 Days Past Due	139.38	
Reconnect Fee	70.00	90 Days Past Due	0.00	
		Total Past Due	314.59	

Please detach and return bottom portion with payment

### DISCONNECT NOTICE

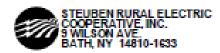
Account Number	Disconnect Date	Delinguent Amount Due	Amount Paid
	10/10/2015	314.59	

STEUBEN RURAL ELECTRIC COOPERATIVE, INC. 9 WILSON AVE. BATH, NY 14810-1833



# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual APPENDIX D – Cutoff Notice - Example

00000000000



### FINAL DISCONNECT NOTICE

ACCOUNT NUMBER	AMOUNT DUE
	173.35

Phone (607) 776-4161 CHERRY CREEK (716) 296-5651 NY TOLL FREE # (800) 843-3414

1.1

إن إثار الله الله علا إيلا إلا إمام إلى امر مراه من مراه الن زيرة الل إيرا علا اللم ي

Did you forget to pay your bill? According to our records, your bill has not been paid. If payment is not received prior to the disconnect date, a trip may be made and your service will be subject to disconnection. If service is disconnected, payment of the reconnect fee, total amount due and final billing through the disconnect reading will be required before service will be restored. A new or additional deposit will also be required.

THIS IS A FINAL DISCONNECT NOTICE. THIS NOTICE SUPERSEDES ALL OTHER NOTICES. TO AVOID INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THE BILL. PLEASE CONTACT THE BUSINESS OFFICE IMMEDIATELY IF YOU HAVE AN ACUTE HARDSHIP OR IF YOU ARE A RECIPIENT OF FINANCIAL ASSISTANCE FROM A LOCAL SOCIAL SERVICES DEPARTMENT. YOU MAY BE ELIGIBLE FOR A DEFERRAL ARRANGEMENT.

If you do not agree with this notice please contact the office				
Billing Date	08/12/2015	Past Due		
Notice Date	10/14/2015	30 Days Past Due	173.35	
Disconnect Date	10/29/2015	60 Days Past Due	0.00	
Reconnect Fee	70.00	90 Days Past Due	0.00	
		Total Past Due	173.35	

Please detach and return bottom portion with payment

### FINAL DISCONNECT NOTICE

Account Number	Disconnect Date	Delinguent Amount Due	Amount Paid
	10/29/2015	173.35	

STEUBEN RURAL ELECTRIC COOPERATIVE, INC. 9 WILSON AVE. BATH, NY 14810-1633

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# STEUBEN RURAL ELECTRIC COOPERATIVE, INC. Disconnect Procedures for Delinquent Accounts Manual APPENDIX E – Door Tag - Example

FRONT BACK

November 23, 2015

Dear Member:

We have made several attempts to contact you in regards to your electric account. Information is enclosed in the attached envelope regarding your past due balance. Information regarding additional charges, should this service be disconnected, has also been provided. Service will be disconnected on the date listed below. In order to avoid interruption of service, please contact our office at (607) 776-4161. Regular business hours are 7:30 am to 4:00 pm.

### Scheduled Disconnect Date November 30, 2015



### Door Tag Log (Internal Use Only)

DOOR TAG LOCATION: JOHN DOE 9 WILSON AVENUE BATH NY 14810

Delivered On:		
Delivered By:		
Other Notes:		

Billing Information				
Past Due Balance	\$	122.29		
Additional Charges (If Disconnected - Reconne	ects B	efore 2 pm)		
Current Usage (Estimate)	\$	366.12		
Trip Charge - Reconnects Before 2 pm	\$	70.00		
Member Deposit (Refundable)	\$	100.00		
Total Due For Reconnection Before 2 pm	\$	658.41		
Additional Charges (If Disconnected - Reconnects After 2 pm)				
Trip Charge Addition - After Hours	\$	330.00		
Total Due For Reconnection After 2 pm		988.41		

### IMPORTANT NOTICE

REGARDING YOUR ELECTRIC SERVICE - PLEASE READ

THIS IS A FINAL DISCONNECT NOTICE. TO AVOID INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL. PLEASE CONTACT THE BUSINESS OFFICE IMMEDIATELY IF YOU HAVE AN ACUTE HARDSHIP OR IF YOU ARE A RECIPIENT OF FINANCIAL ASSISTANCE FROM A LOCAL SOCIAL SERVICES DEPARTMENT. YOU MAY BE ELIGIBLE FOR A DEFERRAL ARRANGEMENT.

If discontinuance of electric service could result in serious impairment to human health of any resident, please contact our office immediately. Payment of this bill can be made by

9 Wilson Avenue, Bath, New York 14810 5966 South Road, Cherry Creek, New York 14723 Phone: (607) 776-4161 | Toll Free Phone: (800) 843-3414

# RULES AND REGULATIONS APPENDIX C SCHEDULE OF FIXED CHARGES

# Charges and Fees

### **Charges and Fees**

Membership	\$25.00
<ul> <li>Account Transfer/Connect,</li></ul>	400.00 400.00
Insufficient Funds, Returned Check Security Light, Monthly Charge* Late Bill Payment, Monthly Rate	_ 30.00 _ 8.46 _ 1.5%
Outage Charges	
Member's Responsibility (Normal Work Hours) ◆ Time Charged From Office to Office: Material Extra	_ 100.00/Hour
Overtime: Member To Be Notified When Call is Received  • Minimum Overtime (First 4 Hours)  • Hourly Charge	400.00

<sup>\*</sup> Security lights are unmetered. All security lights will have an energy charge assessed based on estimated usage.

Note: Sales tax is included where required.

### **RULES AND REGULATIONS**

### **APPENDIX D**

# 21 NYCRR 458 MINIMM INSULATION AND HEATING SYSTEM STANDARDS



### **ESTLAW** New York Codes, Rules and Regulations

#### 21 CRR-NY 458.2 NY-CRR

### OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK TITLE 21. MISCELLANEOUS CHAPTER X. POWER AUTHORITY OF THE STATE OF NEW YORK

PART 458. MINIMUM INSULATION AND HEATING SYSTEM STANDARDS

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- 458.2 Minimum insulation and heating system standards for existing buildings or mobile homes converting to electric heat.
- (a) Definitions. The following words and phrases as used in this Part shall have the following meanings, unless a different meaning is plainly required by the context:
  - (1) Building. A combination of any materials, whether portable or fixed, forming a structure in which energy usage takes place in the normal course, affording shelter for persons or property.
  - (2) Dwelling. A building other than a mobile home, designed or used as a living unit for one or more families.
  - (3) Living unit. A dwelling or portion thereof, providing complete living facilities for one family, including permanent provision for living, sleeping, eating, cooking and sanitation.
  - (4) Commercial building. Any building that cannot be classified as a dwelling or mobile home.
  - (5) Insulation. Any material which has a relatively high resistance to heat flow, and which is used principally to retard the flow of heat.
  - (6) Btuh. British thermal units per hour.
  - (7) Heat transmission. The amount of heat, measured in Btuh, transferred from one location to another location as a result of the temperature difference in the two locations.
  - (8) Coefficient of heat transmission. The amount of heat transfer through a material or arrangement of material expressed in Btuh per square foot per degree Fahrenheit temperature difference. For outside surfaces, the wind velocity is 15 miles per hour. The coefficient of heat transmission is represented by the symbol "U". For wood frame construction, the effect of normal framing members may be neglected in the determination of U values.
  - (9) Basement. A space of full-story height below the first floor of a building which is not designed or used primarily for living accommodations.
  - (10) Unheated basement. A basement in a dwelling which is not provided with a heat source sufficient to maintain a minimum temperature of 50°F.
  - (11) Crawl space. Any unfinished, accessible space below the first floor which is less than full-story height.
  - (12) Unheated crawl space. A crawl space in a one- or two-family dwelling or multifamily dwelling which is not provided with a heat source sufficient to maintain a minimum temperature of 50°F.
  - (13) Heated space. Any space within the building which is provided with a heat source sufficient to meet the design dry bulb temperature, but which is neither a heated basement nor heated crawl space as determined by application of the definitions in this section.
  - (14) Mobile home. This means a structure, transportable in one or more sections, which is 8 body feet or more in width and is 32 body feet or more in length, and which is built on a permanent chassis, and designed to be used as a dwelling, with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein.
  - (15) Utility. A municipal electric or rural electric cooperative system which receives its full power requirements from the Power Authority.

- (16) Power Authority. The Power Authority of the State of New York.
- (17) Combined thermal transmittance. An overall coefficient of heat gain expressed in units or Btuh per square foot as calculated using Equation 1.
- (18) System. A combination of central or terminal equipment or components and/or controls, accessories, interconnecting means, and terminal devices by which energy is transformed so as to perform a specific function, such as HVAC, service water heating or illumination.
- (19) Automatic. Self-acting, operating by an internal mechanism when actuated by some impersonal influence, as for example, a change in current strength, pressure, temperature or mechanical configuration.
- (20) Automatic setback thermostat. An automatic control device actuated by temperature and designed to be responsive to temperature capable of automatically reducing its set-point temperature during a predesignated period.
- (21) Setback controller. An automatic control device capable of reducing the set-point temperature of several thermostats during a predesignated period.
- (22) Hydronic heating system. A heating system using primarily liquid or gaseous water to distribute heating energy throughout the building.
- (23) Zone. A space or group of spaces within a building with heating and/or cooling requirements sufficiently similar so that comfort conditions can be maintained throughout by a single controlling device.
- (24) Thermostatic control valve. An automatic control valve designed to be responsive to room air temperature.
- (25) Energy audit. An engineering analysis which shall consider all possible energy conservation measures and shall identify the estimated costs and energy cost savings likely to be realized from their implementation.
- (b) Standards for existing dwellings. Existing residential dwellings converting to electric heat shall meet the following requirements:
  - (1) Minimum insulation standards shall be as follows:
    - (i) The maximum coefficient of heat transmission, U-value, through roof and ceiling assemblies adjacent to heated space shall be as follows:

	Heating degree days	U-value
5,000		0.05
6,000		0.04
7,000		0.04
8,000		0.03
9,000		0.03

The degree days to be used to determine the required U-value shall be those in Table 1.

- (ii) The maximum coefficient of heat transmission of floors over an unheated basement shall be 0.08.
- (iii) The dwelling shall have storm windows or thermal windows with multiple glazing with a maximum U-value of 0.69.
- (iv) The entrances to the dwelling shall have storm doors or thermal doors with a maximum U-value of 0.40.
- (v) Vapor barriers, weather-stripping and window caulking shall be used where applicable and practical.
- (2) Minimum heating systems standards shall be as follows:
  - (i) For systems using baseboard radiation, one of the following control methods is required:
    - (a) A separate automatic setback thermostat shall be installed in each room (provided that no more than one such thermostat need be installed in any two-room living unit).
    - (b) A central setback controller connected to individual room thermostats shall be installed.
  - (ii) For the conversion from a fossil-fueled hydronic heating system to electric heat, the following is required:
    - (a) Conversion of an existing fossil-fuel boiler to an electric resistance boiler is prohibited.
    - (b) An electric boiler specifically designed for use as a heating boiler with the appropriate American Society of Mechanical Engineers (ASME) approvals shall be installed.
    - (c) One of the following control methods is required:
      - (1) a separate zone with an automatic setback thermostat for each floor, or for each living unit, if there is more than one living unit on a floor;

- (2) thermostatic control valves be installed on each radiator and an automatic setback thermostat be installed for the boiler.
- (iii) For the installation of an electric resistance warm air system or the conversion of a fossil-fueled warm air heating system to electric resistance heat, the following is required:
  - (a) A separate duct heater or furnace is provided for each floor, or for each living unit, if there is more than one living unit on a floor.
  - (b) For each duct heater or furnace, a separate automatic setback thermostat shall be required.
- (iv) For heat pump systems, an automatic setback thermostat shall be required.
- (v) For all electric heating system conversions, existing fireplaces shall be equipped with a tight-fitting shutoff damper. Where applicable, a source of combustion air ducted from the outdoors of sufficient quantity to support combustion shall be installed. This source shall be equipped with a damper capable of being fully closed.
- (3) In unusual circumstances, when the application of these standards appears impracticable or inequitable, the utility or the applicant will refer the matter to the Power Authority for special ruling or for the approval of special conditions which may be mutually agreed upon.
- (c) Standards for existing commercial buildings. Existing commercial buildings converting to electric heat shall meet the following requirements:
  - (1) Minimum insulation standards shall be as follows:
    - (i) The maximum combined thermal transmittance value for exterior wall systems, Uo as calculated using Equation 1 shall be as follows:

	Heating degree days	Uo
5,000		0.36
6,000		0.33
7,000		0.31
8,000		0.28
9,000		0.28

The degree days to be used to determine U o shall be those listed in Table 1.

(ii) The maximum coefficient of heat transmission, U-value, for roof and ceiling assemblies adjacent to heated space shall be as follows:

Неа	nting degree days	U-value
5,000		0.08
6,000		0.08
7,000		0.07
8,000		0.06
9,000		0.06

The degree days to be used to determine U-value shall be those in Table 1.

- (iii) The maximum coefficient of heat transmission of floors over an unheated basement shall be 0.08.
- (iv) Vapor barriers, weather-stripping and window caulking shall be used where applicable and practical.
- (2) Minimum heating system standards shall be as follows:
  - (i) The system shall have at least one independent zone per floor.
  - (ii) One of the following control methods is required:
    - (a) A separate automatic setback thermostat shall be installed for each zone.
    - (b) A central setback controller connected to individual zone thermostats shall be installed.
  - (iii) For the conversion from a fossil-fueled hydronic heating system to electric heat, the following is required:
    - (a) Conversion of an existing fossil-fuel boiler to an electric resistance boiler is prohibited.
    - (b) An electric boiler specifically designed for use as a heating boiler with the appropriate American Society of Mechanical Engineers (ASME) approvals shall be installed.
  - (iv) Where electric heating is to be used for zone temperature control in heating, ventilating and air conditioning (HVAC) systems, the following control methods are required:

- (a) Reheat systems. Systems employing reheat and serving multiple zones (other than those employing variable air volume for temperature control) shall be provided with controls that will automatically reset the system cold air supply to the highest temperature level that will satisfy the zone requiring the coolest air. Single-zone reheat systems shall be controlled to sequence reheat and cooling.
- (b) Dual duct and multizone systems. These systems shall be provided with controls to reset the cold deck air supply to the highest temperature that will satisfy the zone requiring the coldest air and to reset the hot deck air supply to the lowest temperature that will satisfy the zone requiring the warmest air.
- (3) In unusual circumstances, when the application of these provisions appears impractical or inequitable, the utility or applicant will refer the matter to the Power Authority for special ruling or for the approval of special conditions which may be mutually agreed upon. The applicant will submit, along with the request for special ruling or for the approval of special conditions, a copy of an energy audit performed on the building by a registered architect or professional engineer.

### (d) Standards for mobile homes.

Existing mobile homes converting to electric heat (built prior to the effective date of the Department of Housing and Urban Development (HUD) "Mobile Home Construction and Safety Standards"), shall meet the following requirements:

- (1) glazing U = 0.69
- (2) entrance doors U = 0.40

Unusual circumstances. In unusual circumstances when the application of these standards appears impracticable or inequitable, the utility or applicant will refer the matter to the Power Authority for special ruling or for the approval of special conditions which may be mutually agreed upon.

#### (e) Effective date.

The standards specified herein shall be effective on and after September 1, 1981 as a precondition for the expansion of existing electric service for the purpose of providing electric heat to all existing buildings and to existing mobile homes not subject to HUD "Mobile Home Construction and Safety Standards".

#### (f) Relationship to other standards.

The requirements imposed by these standards represent the minimum standards for existing buildings and mobile homes for which utilities may provide electric service. However, some utilities may require a greater degree of thermal protection than these standards impose. These standards, are not intended to supersede more stringent municipal requirements or standards nor are they intended in any way to contravene the State Energy Conservation Construction Code Act. The thermal protection for mobile homes is controlled by the Department of Housing and Urban Development "Mobile Home Construction and Safety Standards". In accordance with the Housing and Community Development Act of 1974, Title VI (cited as the National Mobile Home Construction and Safety Standards Act of 1974), the Federal standards take precedence over all State or local standards.

### (g) Certificate of compliance.

A form of certificate of compliance, included as Appendix 10-B of this Title, shall be provided to the builder or contractor when the builder/contractor first contacts the utility concerning electrical service for conversion to electric heat of existing buildings or of existing mobile homes covered by these standards. The applicable form shall be completed before the utility supplies permanent new or expanded electric service. In addition, an inspection of the premises by an employee of the municipal electric department, building code enforcement inspector, or qualified representative of the municipal government is required to verify compliance with these standards.

TABLE 1

### **HEATING DEGREE DAYS—NEW YORK STATE**

### (For use in selecting required U-values)

Counties	Degree days	
Albany	7,000	
Allegany	7,000	
Bronx	5,000	
Broome	7,000	
Cattaraugus	7,000	
Cayuga	7,000	
Chautauqua	7,000	
Chemung	7,000	
Chenango	8,000	
Clinton	8,000	
Columbia	7,000	
Cortland	8,000	

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Delaware	7,000
Dutchess	7,000
Erie	7,000
Essex	9,000
Franklin	8,000
Fulton	8,000
Genesee	7,000
Greene	7,000
Hamilton	9,000
Herkimer	N. 9,000
(Adirondack	11. 0,000
Park	S. 8,000
Boundary)	0.0,000
Jefferson	7,000
Kings	5,000
Lewis	8,000
Livingston	7,000
Madison	8,000
Monroe	7,000
Montgomery	7,000
Nassau	5,000
New York	5,000
Niagara	7,000
Oneida	8,000
Onondaga	7,000
Ontario	7,000
Orange	6,000
Orleans	7,000
Oswego	7,000
Otsego	8,000
Putnam	6,000
Queens	5,000
Rensselaer	7,000
Richmond	5,000
Rockland	6,000
St.	8,000
Lawrence	
Saratoga	7,000
Schenectady	7,000
Schoharie	7,000
Schuyler	7,000
Seneca	7,000
Steuben	7,000
Suffolk	6,000
Sullivan	7,000
Tioga	7,000
Tompkins	7,000
Ulster	7,000
Warren	9,000
Washington	9,000
Wayne	7,000
Westchester	6,000
Wyoming	7,000
Yates	6,000
Iaico	0,000

### **EQUATION 1**

### Where:

Uo = the average or combined transmittance of the gross exterior wall area in Btu/hr/sq ft/°F.

Ao = the gross exterior wall assembly area in square feet.

Uw = the coefficient of heat transmission of the components of the opaque wall area in square feet.

Aw = opaque wall area in square feet.

Ug = the coefficient of heat transmission of the glazing area. The Ug of glazing shall be the average value of the window, including frames and glazing areas.

Ag = glazing area (shall be the area of the finished opening), in square feet.

Ud = the coefficient of heat transmission of the door, or similar opening.

Ad = door area (shall be the area of the finished opening), in square feet.

#### Note:

Where more than one type of wall, window or door is used, the U and A terms for those items shall be expanded into subelements as:

Uw1Aw1 + Uw2Aw2 + Uw3Aw3 + etc.

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# RULES AND REGULATIONS APPENDIX E SERVICE TARIFFS

### Schedule 1: Farm & Residential Service

<u>Availability:</u> Rate Schedule 1 is available for residential, farm and service bodies for all uses, subject to the established Rules and Regulations of the Cooperative.

Character of Service: Single phase, 60 cycles, at available secondary voltages.

### Monthly Rates:

- Customer Charge \$27.95 monthly
- KWH Distribution Charge \$0.070892
- KWH Energy Supply Charge variable based on monthly power costs
- NYPA LTA Energy Efficiency Rider \$0.001/KWH
- New York Clean Energy Standard Zero Emissions Credits - variable based on LSE power demand

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay" date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last date to pay" date. All late charges are consistent with the New York Power Authority requirements.

Revised: June 1, 2022

Janice L. Hoad

Secretary of the Board of Directors SREC

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### Schedule 1A: Residential Service - Time of Use

<u>Availability:</u> Rate Schedule 1A is available for residential consumers with an installed and operating Electric Thermal Storage heating system requiring less than 50kVA installed capacity, subject to the established Rules and Regulations of the Cooperative.

Character of Service: Single phase, 60 cycles, at available secondary voltages.

### Monthly Rates:

- Customer charge \$21.08
- Peak KWH Distribution Charge \$0.102818
- Off Peak KWH Distribution Charge \$0.026881
- NYPA LTA Energy Efficiency Rider \$0.001/KWH
- KWH Energy Supply Charge variable based on monthly power costs
- New York Clean Energy Standard Zero Emissions Credits - variable based on LSE power demand

### Peak and Off Peak Hours:

- Peak Distribution Charge Hours 7 AM to 1 PM and 3 PM to 9 PM
- Off Peak Distribution Charge Hours 1 PM to 3 PM and 9 PM to 7 AM

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay" date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last date to pay" date. All late charges are consistent with the New York Power Authority requirements.

Revised: June 1, 2022

Janice L. Hoad

Secretary of the Board of Directors SREC

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### Schedule 1B: Member-Owned Distributed Generation

<u>Availability:</u> Rate Schedule 1B is available to consumers requiring service of less than 25 kVA for all users, with a qualifying member-owned renewable distributed generation facility of 15kW or less, designed to operate in parallel with the Cooperative's system. Applicable to all qualifying member-owned renewable distributed generation facilities in service after August of 2015.

Character of Service: Single phase, 60 cycles, at available secondary voltages.

<u>Conditions of Service:</u> For purposes of this rate schedule, a member-owned distributed generating facility is one that meets all the following requirements.

- 1. Fueled by solar, wind or methane.
- 2. Total rated capacity of 15 kW or less.
- 3. Located on member's premises.
- 4. Installed to offset all or part of the member's own electrical load.
- Designed and installed to operate in parallel with the Cooperative's facilities without
  affecting the operation of equipment, service and safety of the Cooperative's personnel
  and members.
- 6. All interconnection policies, agreements and procedures required by Steuben REC must be completed.
- 7. Member generator equipment and installations must comply with all terms and conditions as specified by the Cooperative.
- 8. Member shall under this schedule reimburse the Cooperative for the installed cost of all metering and other equipment necessary to administer this rate schedule. Steuben REC shall retain ownership of, maintain and operate all such equipment.
- The member's control and protection system and site plan must be acceptable to the Cooperative and in accordance with the safety and reliability standards, the National Electric Code and the National Electric Safety Code requirements.
- 10. The system shall provide for immediate automatic shutdown and/or separation of the member's generator from the Cooperative's facilities in the event of momentary or extended loss of power; or when frequency, voltage and/or current deviate from normal utilities.
- 11. The member shall be liable if the member's protection system fails to function.
- The completed installation must meet all local, state and national codes and regulation and is subject to inspection by proper enforcement authorities before startup of member facilities.
- 13. The member shall notify Steuben REC prior to making any revisions, changes and/or upgrades to the member facilities.
- 14. If the member's generation facility causes interference or adversely affects the voltage, frequency, harmonic content or power factor in Steuben REC's facilities or other member's service, Steuben REC may require disconnection of member generation facility until the condition is corrected.
- 15. Steuben REC may require reasonable and adequate insurance coverage by the interconnecting member and the member shall provide proof of liability coverages as required by Steuben REC.
- 16. The member shall pay for all costs associated with any addition to or alteration of Steuben REC's equipment required for metering and for the safe and reliable operation of the member's generation facility connected in parallel to Steuben REC.

### Monthly Rates - Energy Consumed:

- Customer charge \$27.95 monthly
- kWh Distribution Charge \$0.070892
- NYPA LTA Energy Efficiency Rider \$0.001/KWH
- kWh Energy Supply Charge variable based on monthly power costs
- New York Clean Energy Standard Zero Emissions Credits - variable based on LSE power demand

### Monthly Rates – Energy Produced (Bill Credit):

The rate used to calculate the monthly bill credit for energy produced will be determined
using the Cooperative's avoided cost of wholesale power. This rate will be equivalent to the
monthly kWh energy supply charge. No banked usage is permitted.

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay" date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last date to pay" date. All late charges are consistent with the New York Power Authority requirements.

Revised: June 1, 2022

Janice L. Hoad

Secretary of the Board of Directors SREC

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### Schedule 2: Commercial Service - Single Phase

<u>Availability:</u> Rate Schedule 2 is available to all single-phase non-residential and non-farm consumers, subject to the established Rules and Regulations of the Cooperative.

Character of Service: Single phase, 60 cycles, at available secondary voltages.

### Monthly Rates:

- Customer Charge \$52.44
- KWH Distribution Charge \$0.048434
- NYPA LTA Energy Efficiency Rider \$0.001/KWH
- KWH Energy Supply Charge variable based on monthly power costs
- New York Clean Energy Standard Zero Emissions Credits - variable based on LSE power demand

<u>Commercial Use:</u> When a member operates a commercial or farm establishment in the same building on the same premises as the member's residence and the entire service is served by one meter, the Schedule 1 Residential and Farm Service rates shall be applied for the entire service even if the connected load in the commercial or farm portion exceeds the connected load in the residence.

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay "date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last day to pay" date. All late charges are consistent with the New York Power Authority requirements.

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### Schedule 3: Commercial Service - Three Phase

<u>Availability:</u> Rate Schedule 3 is available to all three-phase commercial and farm consumers, subject to the established Rules and Regulations of the Cooperative.

<u>Character of Service:</u> Three phase, 60 cycles, at available primary or secondary voltages.

### Monthly Rates:

- Customer Charge \$151.16 monthly
- Demand Charge \$13.75 per kW demand
- KWH Distribution Charge \$0.005431 per kWh
- NYPA LTA Energy Efficiency Rider \$0.001/KWH
- KWH Energy Supply Charge variable based on monthly power costs
- New York Clean Energy Standard Zero Emissions Credits - variable based on LSE power demand

<u>Commercial Use:</u> When a member operates a commercial or farm establishment in the same building on the same premises as the member's residence and the entire service is served by one meter, the Schedule 1 Residential and Farm Service rates shall be applied for the entire service even if the connected load in the commercial or farm portion exceeds the connected load in the residence.

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay" date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last day to pay" date. All late charges are consistent with the New York Power Authority requirements.

Revised: July 16, 2021

Janice L. Hoad Secretary of the Board of Directors SREC

### **Schedule 4: Security Lighting Service**

<u>Availability</u>: Rate Schedule 4 is available for consumers requiring security lighting service for public or private driveways, roadways, parking areas or yard areas.

<u>Character of Service:</u> Limited period of approximately 4,000 hours per year, 60-cycle alternating current at approximately 120/240 volts.

<u>Monthly Rates:</u> Security light charge includes basic security light fee of \$8.46 and a charge for the unmetered energy usage which shall be equivalent to the Cooperative's monthly energy supply rate multiplied by the estimated usage of 72 kWh per month.

<u>Terms of Payment:</u> All bills are due when personally served or 3 days after the mailing of the bill and may be paid in full on or before the "due date" specified on the bill, which shall be at least 20 days after the date on which the bill is rendered.

A monthly late payment charge will be assessed at a rate of 1.5 percent on a customer's unpaid balance, including service billing arrears and unpaid late payment charges. Remittance mailed on the "last day to pay" date will be accepted without the late charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle the customer to pay without the late payment charge after the "last day to pay" date. All late charges are consistent with the New York Power Authority requirements.

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Janice L. Hoad

Secretary of the Board of Directors SREC