



Logan County Electric Cooperative

Your Touchstone Energy® Cooperative 
The power of human connections

TERMS AND CONDITIONS FOR SUPPLYING ELECTRIC SERVICE

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GENERAL STATEMENT

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

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

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

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

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

SECTION I - REQUIREMENTS FOR SECURING ELECTRIC SERVICE

- A. **Area Coverage:** Logan County Electric Cooperative shall provide electric service to those members locating in the service area of the Cooperative upon terms and conditions set forth hereto.
- B. **Membership Application:** All Members shall be required to be a Member of the Cooperative by completing a formal application for electric service on the Cooperative's standard form. The application for electric service shall constitute a binding contract between the applicant and the Cooperative in conformance to these *Terms and Conditions for Supplying Electric Service*, and the applicable rate schedule.
- C. **Residency:** Where a person who is delinquent on an account in his or her name resides at the same location served through the delinquent account, service shall not be provided to that location through an account in the name of any other present or prospective member. A person who is delinquent on an account in his or her name shall not be provided service at any other location until such debt is settled and all applicable fees and deposits are paid.
- D. **Enrollment Fee:** There shall be no membership fees to establish an account in the Member's name.
- E. **Security Deposit:** The Applicant (residential, commercial or industrial) may be required to provide security of payment. Service will not be provided until all applicable fees, deposits, letters of credit and/or credit checks have been received or verified.
- F. **Rate Schedule:** The Cooperative shall make the determination of the appropriate rate schedule.

SECTION II - NEW SERVICE/LINE EXTENSIONS

GENERAL SERVICE REQUIREMENTS

A pre-construction meeting with a LCEC representative is required for any new electric service or line extension to determine the location of distribution facilities including metering equipment and to determine the amount of contribution in aid of construction if applicable. The Cooperative shall have sole discretion as to the location of all distribution facilities; however, will work cooperatively with the member for the best suitable location.

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

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

profile structure on the member's side of the meter base.

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

The Member shall provide an unencumbered path at the Cooperative's specified width for overhead or underground line extension. If the line extension is underground the path must be within six inches (6") of final grade. The Cooperative is not responsible for excavation settlement after construction. **No electric facilities will be installed until paths are cleared, conduits are in place and/or the grade slip has been submitted to the Cooperative.**

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

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

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

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

Distribution Type	Width	From Centerline
Overhead Three Phase Primary	30'	15'
Underground Three Phase Primary	20'	10'
Overhead Single Phase Primary	20'	10'
Underground Single Phase Primary	20'	10'
Overhead Three Phase Secondary	20'	10'
Underground Three Phase Secondary	20'	10'

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

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

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

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

A. Single-Family Residence:

A permanent single family residence is defined as a home used year round for habitation with its own water system, sewage system and permanent foundation. The Cooperative shall extend single-phase primary electric distribution facilities to a permanent single family residence.

The Cooperative will supply the service conductor from the transformer to the residence. For underground installations, the Cooperative shall also be responsible for opening and closing the secondary trench and the installation of conduit raceway as required and subject to the CIAC fees described below.

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

1. The measurement to calculate the CIAC shall begin from the closest point of contact of existing electrical distribution facilities from which the line extension is to be constructed to the point of delivery as determined by the Cooperative. The measurement shall follow the proposed path as determined by the Cooperative and will normally be located along property lines when practical.
2. Additional line extension charges shall be levied for changing the original path at the request of or caused by the Member/builder or for reasons deemed appropriate by the Cooperative.
3. Payment of the CIAC must be made in full prior to permanent service being energized.
4. CIAC Fees:
 - a. Base Fee (includes service wire & trenching) \$750
 - b. Overhead Primary \$6.00/ft
 - c. Underground Primary and Secondary \$6.00/ft

B. Commercial:

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

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

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

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

C. Other Temporary, Permanent or Seasonal Single-Phase Services:

The Cooperative shall extend single-phase electric distribution facilities to a member that is not a residence or commercial business provided the Member pays a contribution in aid of construction at 100% of the actual work order cost for all electric distribution facilities necessary to provide service from existing distribution facilities including line extension along a public road right-of-way. Types of services are, but not limited to, a barn, garage, pump, grain dryer, cabin, trailer, billboard, etc.

The Cooperative encourages its Members or prospective Members to provide the electric service to these types of loads from the existing service panel if possible. When this is not practical, the Cooperative will provide the engineering services for one (1) cost estimate. Members or prospective Members shall be charged a trip charge for each additional request of more than one (1) field trip for re-engineering estimates.

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

1. The residential service is individually metered and the electric service has passed a permanent electrical inspection by the County governing authority within one year of the date in which the original permanent single-phase service was connected.
2. The residential service is served off of the existing permanent single-phase meter and the County governing authority has passed the electric service for the single family residence for permanent electric within one year of the date in which the original permanent single-phase service was connected.

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

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

D. Multi-Unit Residence:

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

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

E. Temporary Construction Service (per service):

A Member or the Member's contractor may request temporary construction power from an existing transformer. A temporary construction service shall be defined as to not exceed a two year, 24 month period.

Member may install his/her own temporary service structure in accordance with Cooperative specifications or the Cooperative may, upon request of the Member install a LCEC temporary service structure. Any electric facilities required to be installed for the purpose to provide the temporary service shall fall under the appropriate line extension guidelines for determining CIAC and the appropriate rate as determined by the Cooperative.

Members supplied a temporary structure shall be charged under the applicable rate schedule for that member as determined by the LCEC.

The Cooperative reserves the right to limit the use of Cooperative owned temporary services to six (6) months.

F. Temporary Electric Service

A temporary electric service shall be defined as service rendered for a short period of time for special events such as fairs, festivals, etc. The Member or organization requesting such service shall pay a non-refundable contribution in aid of construction at 100% of the actual work order cost for all electric distribution facilities necessary to provide electric service and 100% of the cost to remove said electric facilities after service is no longer needed.

G. Individual Three Phase Service

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

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

The Member shall be responsible for the installation of any concrete transformer pads, grounding grid, switchgear pads, secondary cabinets, transformer pad grounding, C.T./P.T. cabinet, meter bases, transformer protection posts, secondary service cables, service cable connection lugs and conduit raceways as required by the Cooperative in accordance with

Cooperative specifications. The Cooperative will provide the necessary C.T. / P. T. metering devices as well as the meter for the Member's facility.

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

H. Three-phase Service for Multiple Tenants

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

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

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

I. HIGH DENSITY DEVELOPMENTS

"High density development" shall be defined as a single-family residential development that meets all of the following criteria:

- a. Exceeds 6 building lots
- b. Dedicated public roads maintained by a governmental authority.
- d. Shall be designed in such a manner that the Cooperative can serve a minimum average of two (2) residences per transformer in the development
- e. Is platted and recorded with appropriate utility easements

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

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

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

J. OUTDOOR LIGHTING

The Cooperative will install a security light on an existing Cooperative pole at no cost to the consumer for the installation. Security lights are installed based upon a minimum of 3 years of service, paid at the current security light rate. If the member should move, or have the light removed before this 3 year period is expired, such member is liable for the balance due for the unused portion of the 3 year period.

If additional poles, conductor, or hardware are required to install a security light at a consumer specified location or the consumer requests the relation of outdoor lighting facilities, the consumer shall reimburse the Cooperative for the material cost of such installation (not including cost of the light). All installed poles, conductor, and equipment shall remain the property of the Cooperative and will be maintained by the Cooperative.

The Cooperative will maintain and repair Cooperative security lights under normal conditions. After two (2) vandal related repairs, the member will be charged for repair costs or the light may be removed.

K. PUBLIC STREET LIGHTING

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

SECTION III - USE AND RESPONSIBILITY OF ELECTRIC SERVICE

A. USE OF ELECTRIC

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

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

The Cooperative reserves the right to require the member to install at the member's expense such power factor corrective and/or load limiting equipment as is necessary to limit load and voltage fluctuations so that it is not necessary for the Cooperative to supply excess capacity and facilities.

Where the member installs such power factor corrective equipment, the Cooperative reserves the right to require the member to install such controls as are necessary, in the Cooperative's opinion, to prevent voltage or other disturbances on the Cooperative's system that would be detrimental to service furnished to other members. If upon request of the Cooperative such voltage control equipment is not installed by the member, the service shall be subject to disconnection.

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

B. RESPONSIBILITY

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

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

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

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

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

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

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

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

C. METERING

Each account served by the Cooperative shall have an electric meter, furnished by and remaining the property of, the Cooperative. Such meters shall readily and safely accessible by Cooperative employees at all times.

In certain circumstances the Cooperative may permit an electric service to be unmetered. The Cooperative shall render a monthly bill equal to the estimated amount of energy consumed by the member, including applicable base charges, taxes, etc.

When metering cabinets are required, the member shall provide, install, own and maintain same. The cabinet shall meet the Cooperative's specifications and location, and shall be kept sealed and under control of the Cooperative.

The Cooperative will maintain an accuracy of its meters of plus or minus two percent in accordance with the Ohio Revised Code. The Cooperative reads the meters of all Members monthly using a remote automated meter reading system. The Cooperative reserves the right to estimate the monthly meter reading.

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

When the accuracy of a meter is questioned, upon request from the member, the Cooperative will test the meter. The Cooperative will test the meter upon request of the member at no charge once every five (5) years. Member requests for tests beyond this scope shall be charged a meter test fee. If the meter being tested is found to be more than two percent slow or fast, the meter test fee shall be returned to the member.

If the meter is found to be in error greater than two percent, an adjustment will be made on the Member's electric bill back to the date of installation, but not to exceed one year. In the event the metering equipment installed by the Cooperative fails to properly register the energy during any period, the consumption for such period will be estimated upon all known facts and billed accordingly, or at the option of the Cooperative, shall be estimated from the amount of energy used during a period in which the Member operated under conditions similar to those existing during the period in which the metering equipment failed to properly register energy consumed.

D. IDLE SERVICES

Any service that has been disconnected for a period longer than one year will be classified as abandoned and is considered an Idle Service.

At the discretion of the Cooperative, a letter will be mailed to the property owner that an

idle service(s) is located on their property. The property owner is given the option to either keep or remove the idle service. If no response is received within 30 days, the idle service will be removed as time permits and no further notification will be sent to the property owner.

If an idle service is removed and service is requested in the future at that location, the request will be treated as a new service. All costs associated with a new service installation will be calculated in accordance with the line extension policy in effect at the time of the request.

SECTION IV - QUALITY AND CONTINUITY OF ELECTRIC SERVICE

A. CONSTRUCTION STANDARDS

All electrical facilities shall be constructed and maintained according to the RUS specifications. The design of such facilities shall be in accordance with approved engineering standards and shall in all cases conform to the rules set forth in the National Electric Safety Code. Construction and maintenance practices shall comply with the Board approved Policy 419 - Standard Construction Practices.

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

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

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

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

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

B. TREE & RIGHT-OF-WAY CLEARANCE

The Cooperative will endeavor to keep its electric lines clear of trees and other growth by removing all trees under or near the lines and trimming those that cannot be removed to a three to four year cycle. If a member refuses to allow sufficient tree trimming such that an annual or biannual ‘ornamental’ trimming is required, the Cooperative shall bill the member-owner for all direct costs associated with such trimming.

The long feeder lines and the rural nature of the Cooperative’s service area, along with the concern for maintaining a high quality service make it imperative that tree clearance be performed effectively and economically. Members’ understanding and cooperation in this very important area is required and strongly solicited.

When planting or when managing their properties, members are advised to restrict growth in rights-of-way so as not to interfere with the performance or the required operation and maintenance of the electric lines.

SECTION V – SPECIAL MEMBER SERVICE REQUESTS

A. CONVERSION FROM OVERHEAD TO UNDERGROUND SERVICE

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

If in the opinion of management that it is in the best interest of the Cooperative and the member, management may direct electric facilities to be converted at the expense of the Cooperative.

B. RELOCATION OF ELECTRIC FACILITIES

The Cooperative reserves the right to deny any request, temporary or permanent, to relocate electric distribution facilities owned by the Cooperative for any reason. If the Cooperative

agrees to relocate its electric facilities and a suitable relocation exists, the Member shall be charged 100% of the actual cost in advance of said relocation.

If in the opinion of management that it is in the best interest of the Cooperative and the member, management may direct electric facilities to be relocated at the expense of the Cooperative.

C. SERVICE UPGRADE

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

If in the opinion of management that it is in the best interest of the Cooperative and the member, management may direct electric facilities to be upgraded at the expense of the Cooperative.

D. EXCESS FACILITIES

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

E. EMERGENCY GENERATION

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

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

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

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

efforts Cooperative employees are aware of this power source.

F. DISTRIBUTED GENERATION

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

G. AUTOMATIC TRANSFER

A Member who owns a residence or business but rents it to other Members periodically may have the account automatically revert to his name without disconnection upon request of the renter. LCEC shall maintain all current agreements on its data processing system.

SECTION VI – BILLING AND PAYMENT FOR SERVICE

A. BILLING & PAYMENTS

All bills are due and payable on 20th of each month. If an account of a member is not so paid, the late charge as set forth in rate schedule is payable.

Bills are payable in person or by mail at the main office of the Cooperative or at any authorized and designated collection agency of Cooperative, or through the use of electronic means of payment, on or before the date and/or time limit specified on bill. Failure to receive a bill or the existence of a member deposit or capital credits will not entitle the member to any discount or to the remission of any charge for nonpayment within the date of time limit specified.

The words "month" or "regular billing period" as used herein are hereby defined to be the elapsed time between two successive meter readings, approximately 30 days apart. Failure to receive the bill does not relieve the Member of the responsibility for timely payment.

Payments for electric service may be made in any of the following ways:

- a) At the Cooperative's office in person during regular business hours
- b) By mail at 1587 County Road 32 North, Bellefontaine, OH 43311
- c) By night depository as provided the above address. Payments received in the Cooperative's night depository are considered as a payment made on the following business day.
- d) Payments can be made electronically at www.logancounty.coop. Payment settling times may vary, please contact the office with questions.
- e) By enrolling in our direct bill pay program using automated debits to checking, saving or credit accounts.

Cash, personal checks, money orders, credit cards (Discover, Visa & MasterCard only), bank draft and electronic checks are acceptable forms of payment. The Cooperative is not responsible for discrepancies in cash payments made by mail or in the night depository. Two party checks will not be accepted. Members who have had transactions (checks, credit cards, debit cards, etc.) returned for insufficient funds shall be required to make future payments by cash or money order. The Cooperative shall charge the Member \$35 for all items returned for insufficient funds.

In the event of meter stoppage or the failure of any meter to register the full amount of current consumed, the Cooperative reserves the right to bill for the estimated consumption based upon member use of electricity in a similar period of like use. Under no circumstances shall the Cooperative bill for undercharges in excess of 365 days of usage, subject to the Ohio Revised Code Section 4933.28.

B. BUDGET BILLING

Residential members shall have the option of paying bills monthly. The Cooperative utilizes variable budget billing. The monthly billing kWh is determined by adding the 11 prior months actual kWh usage, plus the current month's actual kWh usage, divided by 12, to obtain an average kWh usage. This figure is used to calculate the current month's budget billing.

The budget amount is to be paid regularly each month and if the entire monthly payment is not made, Cooperative may, at its option, remove the account from the budget billing plan, and the account brought up-to-date and due.

A prerequisite for an account to be calculated on the budget billing plan is that the account must have a 12 month billing history on file and a zero balance due.

Cooperative reserves the right to re-adjust the budget billing at any time and limit the beginning of budget billing to a certain month(s).

C. OPERATION ROUND UP®

Members shall be automatically enrolled in the Operation Round Up® program, unless the member requests to not participate.

**D. UNAUTHORIZED DIVERSION/CONNECTION OF ELECTRIC SERVICE –
METER FRAUD**

In the event that the Cooperative finds that its metering equipment and/or its wiring or connections have been tampered with so as to prevent proper registration to the quantity of electricity used on the premises, the Cooperative reserves the right to discontinue its service at once and without notice to the member on any premises

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

A. TERMINATION OF SERVICE FOR NONPAYMENT

Accounts which are delinquent more than 30 days are subject to having electric service disconnected. The Cooperative, prior to disconnecting said delinquent service, shall issue a balance forward on the monthly bill indicating the delinquent amount, which shall serve as the delinquent notice at least 14 days prior to the date for disconnection. Failure of the Member to receive the bill/notice does not relieve the Member of responsibility for timely payment.

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

If payment has not been received in the Cooperative office prior to the date of disconnection, the Cooperative may dispatch an employee or agent to the service address to disconnect service. A collection fee will be charged according to the current Schedule of Fees and Charges.

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

B. ACTIVE DUTY MILITARY PERSONNEL

Section 4933.121(E) of the Ohio Revised Code prohibits the Cooperative from ceasing to provide electricity to the residential premises of any residential member who is deployed on active duty for nonpayment for electricity provided to the residential premises.

Upon return of a residential consumer from active duty, the Cooperative shall offer the member a period equal to at least the period of deployment on active duty to pay any arrearage incurred during the period of deployment. Further, the Cooperative shall inform the member that, if the period the Cooperative offers presents a hardship to the member, the member may request a longer period to pay the arrearage.

The assessment of late payment fees or interest on the residential member during the deployment or the repayment period is prohibited.

C. RESIDENTIAL PAYMENT ARRANGEMENTS

Extended Payment Plans: Upon request by a member whose account is delinquent or who desires to avoid disconnection of service, the Cooperative will make extended payment arrangements appropriate for both the Cooperative and the member. This arrangement may include the use of load limiting devices. The Cooperative may exercise discretion in the application of such plan.

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

D. NON-RESIDENTIAL PAYMENT ARRANGEMENTS

Any payment arrangements for non-residential delinquent accounts shall be unique to that Member.

E. RECONNECTION OF ELECTRIC SERVICE DISCONNECTED FOR NONPAYMENT

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

F. MEDICAL CERTIFICATION

Any Member subject to termination of their electric service for non-payment with a medical condition dependent upon electric service that without electric service would be “Especially Dangerous or Life Threatening” to the health of the Member, family Member residing in the home or individual under the care of the Member, is required to have a licensed physician or local Board of Health physician complete a Medical Certificate. Provided the Medical Certificate is completed by a licensed physician or local Board of Health physician and returned to the Cooperative office within seven (7) days of the Member’s request for special consideration, electric service shall not be terminated for non-payment within 60 days of the filing of the Medical Certification. The Member shall work cooperatively to pay past due balances. The Member shall also be responsible for notifying the Cooperative of any changes to the status of the Medical Certification.

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

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

1. At the request of the Member;
2. In event that it is a prudent matter of safety to disconnect electric service to perform construction or maintenance or special monitoring service;
3. To a Member who is using electricity in a manner which is detrimental to the electric service of other Members;
4. To a Member in conflict or incompatible with the laws of the State of Ohio or the Federal Government and/or any of its agencies;
5. To a service location that has been vacated;
6. When supplying electricity creates a dangerous condition on the Member's premises or where because of conditions beyond the Member's premises, termination of the supply of electricity is reasonably necessary;
7. In the event the Member uses fraudulent practice in obtaining electricity or is the beneficiary of such fraudulent practice.
8. By order of public authority

Conditions that could result in electrocution or fire shall be deemed to be dangerous, including, but not limited to, faulty wiring, unauthorized construction under or near the Cooperative’s electric lines or other violations of the NESC. If any employee or agent of the Cooperative sees a condition that appears to be dangerous the employee shall be advised that they have 24 hours to correct the problem. Failure to do so may result in disconnection of power. If the condition remains unresolved it shall be reported to the County Electrical Inspector.

Services disconnected for dangerous conditions will not be reconnected until authorized in writing by the County Electrical Inspector and a duly authorized representative of the Cooperative.

SECTION IX – MEMBER FINANCIAL SECURITY

A. RESIDENTIAL SECURITY DEPOSITS

The Cooperative will collect a \$250.00 security deposit for all new members renting a home or apartment.

New members building or owning a home shall permit the cooperative to perform a background credit check. Members may be required to pay a security deposit according to the following schedule:

- | | |
|--------------------------------------|---------------------|
| 1. Tier 1 (Average and Above Credit) | No Deposit Required |
| 2. Tier 2 (Below Average Credit) | \$250.00 |

Once an electric service is disconnected for non-payment the member shall be required to pay all arrearages; trip charges; and reconnect fees, when applicable. In addition, the member shall be required to pay a security deposit if one has not been previously collected or pay an additional deposit if the one on hand is determined to be insufficient to cover 130% of the average monthly electric bill or the standard \$250 deposit, whichever is greater.

The Cooperative will pay interest at a rate of three (3) percent per annum on security deposits held for six consecutive months or longer.

No security deposit will be required in the event the member/applicant for service owns real estate within the Cooperative's service territory and is financially responsible; and the member/applicant for service:

1. Has been a customer of a utility providing a similar type of service within the previous twenty-four months, and
2. Has not been disconnected for non-payment during the last twenty-four (24) months of service, and
3. Has established good credit by making on-time payments of monthly bills for the most recent twenty-four (24) consecutive months, and
4. His/her financial responsibility is not "otherwise impaired".

In the event of bankruptcy, the Cooperative will require assurance of payment in the amount of 130% of the average monthly energy bill for the most recent twelve (12) month period. This security deposit shall be paid within twenty (20) days of the date of the Bankruptcy filing or the account will be subject to disconnection.

The Cooperative will refund the security deposit, plus accrued interest, if any, when any of the following apply:

1. If the service must be connected and a security deposit collected before proof of good credit is presented, and a good credit history is later received by the Cooperative.
2. The member establishes good credit by making on-time payments of monthly bills for twenty-four consecutive months, with no applied penalties to the account.
3. Upon termination or discontinuance of service, the Cooperative will apply the security deposit, plus accrued interest, if any, to the final bill and refund the difference, if any, to the member.

If the member fails these tests, the Cooperative will review the account monthly, and refund the security deposit, plus accrued interest, if any, when the member qualifies.

B. COMMERCIAL/INDUSTRIAL SECURITY DEPOSITS

The Cooperative reserves the right to require a security deposit from a Member according to the Ohio Revised Code 4933.17.

A surety bond may be furnished in lieu of a cash deposit for commercial and industrial members and if requested and if the member is qualified as acceptable by reputable insurance underwriters. A guaranteed arrangement for keeping the surety bond in force must be agreed upon and the minimum amount of the surety bond must be no less than twice the anticipated or current billing. The surety bond shall be subject to the approval of the Cooperative in its sole discretion and the bond shall be in the form as approved by the Cooperative, and shall specifically provide that it shall not be cancelled or otherwise rendered ineffective by principal thereof or the surety except upon sixty (60) days prior notice thereof given in writing to the Cooperative. Failure to have a valid bond in force and effect shall be considered a breach of contract for the furnishing of electric service to the member and the Cooperative shall, in its discretion, be entitled to any remedy as otherwise provided, but specifically including the right to terminate electric service.

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

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

C. DEBTS OTHER THAN ELECTRIC SERVICE

All debts and sums due and owing the Cooperative from its members, other than member electric energy accounts, shall be paid to the Cooperative within thirty (30) days after the request for payment is made to such delinquent member.

Payments received on electric account balances shall first apply to any other member debts, before being applied to the electric energy account balance.

Shall a debt remain unpaid for a period of four (4) months from the date of the accident and as permitted by law, the Cooperative shall request the State of Ohio revoke an individual's driver's license until all such debts are paid or acceptable arrangements are made between the debtor and the Cooperative.

The mailing to such member by United States mail, addressed to the member at the address shown on the books of the Cooperative, of a statement showing the nature of the indebtedness and the balance due shall constitute a request for payment according to this policy.

SECTION X - PARTICIPATION IN LOAD MANAGEMENT PROGRAMS

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

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

SCHEDULE OF FEES AND CHARGES

Effective July 1, 2017

Membership Fee.....	\$0
Return Check.....	\$35
Trip Charge During Business Hours	
Collection in the Field.....	\$35
Disconnect & Reconnect	\$55
Trip Charge After Business Hours	
Disconnect & Reconnect	\$120
Outage Call-Out for Member Owned Equipment.....	\$75
Meter Locking Ring Fee.....	\$35
Meter Test.....	\$55
Locate Non-Co-op Underground Cable.....	\$100/hr.