Service Rules and Regulations

100 Electric Service Availability

101 Application for Membership
The Service Agreement between the Cooperative and its member will consist of the following:

- Application, identification, proof of residency, and security deposit (if required)
- All necessary right-of-way easements
- Current applicable rate schedule and riders
- Load Management Agreement (if applicable)
- Current Service Rules and Regulations

A supplemental written contract on a form provided by the Cooperative may be required from any applicant whose estimated demand is 50 kW or more. The Cooperative’s form of Application for membership must be completed. Neither the membership nor the Service Agreement is transferable or assignable. A non-refundable connection charge, as specified in the Schedule of Charges, will be required.

For certain classes of service, optional schedules are available which may result in lower average prices to members because of their usage characteristics. Since this use is controlled by the Member, the amount of savings, if any, is also under the Member’s control and the choice of schedules, therefore, lies with the Member.

Upon request, investigation will be made and assistance will be given to the Member in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. Union Power Cooperative does not guarantee that each member will be served under the most favorable rate at all times, and will not be responsible for notifying the Member of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any member. When a change is made from an optional rate to another, no refund will be made of the difference in charges under different rates applicable to the same class of service.

102 Security Deposit
A security deposit not exceeding the estimated amount of the two highest monthly charges but not less than the fee listed in the Schedule of Fees and Charges will be collected in advance of service connection or at any subsequent time when the Cooperative determines that a deposit is needed to ensure payment of bills. A member, in good standing, with twelve months of service that terminates service at one location and begins like service at another location within the Cooperative’s service area will not be charged a security deposit for the service of the new location.

Deposits other than those described above will be required by special contract or when, as determined by the Cooperative, such deposit is necessary due to the type of service. Such deposit will be based upon the size, type, and risk of a business enterprise, the reputation and history of the premises, or the credit rating and the financial dependability of the member.
For residential class service, as an alternative, the Cooperative will accept: (1) satisfactory record with an established credit rating service acceptable to the Cooperative; or (2) a guarantee payment of your bills from a member in good standing. For commercial class service, as an alternative, the Cooperative will accept an irrevocable letter of credit or surety bond for the amount of deposit required from a qualifiable institution. The Cooperative will endeavor to fully explain all means of establishing credit.

The deposit will be refunded for residential class service accounts automatically, with interest, if payments of electric bills are received before the current bill’s past due date for a period of 12 consecutive months. The interest rate will be determined by the board of directors. Commercial class service account deposits will be retained for the life of the account.

Interest will begin accruing after 90 days of continuous service.

Upon termination of membership, security deposit (if not already refunded) will be refunded or applied against any unpaid balance owed to the Cooperative.

103 Additional Service Connections
A member may have any number of service connections under one membership. The member may be obligated to pay the applicable service security deposit and an activation fee for each additional service and will be obligated to pay for all electric demand and energy used on the premises at the Cooperative’s applicable rates. A member with more than one account is equally responsible for current payment of all accounts, and service may be denied for a new service for failure to pay on another account under the same member.

104 Area Coverage and Line Facilities
In providing area coverage service, the Cooperative will provide a standard service connection that requires no facilities in excess of those normally used by or acceptable to the Cooperative, and that requires no services in excess of those normally provided by the Cooperative policy. The Cooperative may require additional fees for the line extensions beyond the limits as provided by the Cooperative policy.

When a member or an individual requests that the Cooperative supply electricity in a manner which requires equipment and facilities in excess of those which the Cooperative would normally provide, and the Cooperative finds it practical to do so, such excess equipment and facilities will be provided as excess facilities at the cost of the member. Costs will be collected through excess facilities charges and/or contributions-in-aid of construction as agreed upon by the Cooperative and the member.

105 Metering Facilities
The Cooperative normally provides and installs the meter and requires the member provide for an approved meter base and certain connection facilities to the meter base. Any meter installed at the request of the member that would not have been installed as standard equipment will be considered as excess facility.

Members applying for more than one class of service on the same premises will arrange their wiring so that each class of service can be metered separately. The Cooperative will have the right, at its option and at its own expense, to place
demand meters, volt meters or other instruments on the premises of the member for the purpose of testing the member’s service.

200 Conditions of Service

201 General Conditions
The Cooperative will supply electrical service to the member after all of the following conditions are met:

A. The member is in compliance with all aspects of the Service Agreement and agrees to be bound by the Cooperative’s Articles of Incorporation and Bylaws.

B. The member agrees to furnish, without cost to the Cooperative, all necessary distribution easements and rights-of-way. Any consumer-member receiving services from the Cooperative must, upon request, execute and deliver to the Cooperative grants of easement or right-of-way over and on such lands owned by the consumer-members, and in accordance with such reasonable terms and conditions as are required for the furnishing of electric service to the member or other consumer-members or for the construction, operation, maintenance or relocation of the Cooperative’s electric facilities.

C. The member agrees to have all streets, alleys, and driveway entrances graded to final grade and have lot lines established before installation or extension of electrical service begins.

D. The member agrees that the Cooperative will have right of access to member’s premises at all times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative, or when on any other business between the Cooperative and the member. In cases where it is reasonably necessary and cost effective, the Cooperative may use, without payment to the member, the member’s premises for accessing neighboring property serviced by the Cooperative.

E. Any previous outstanding debts owed by the member, or any other person in the member’s household, to the Cooperative have been paid.

F. Provision of service in no way conflicts with public authorities.

G. All member wiring and equipment has met the requirements of the National Electrical Code and of the Cooperative, in addition to the specifications of any local authorities having jurisdiction.

H. Proof of inspections required to meet local and state governmental standards of the premises wiring has been made available by the member.

I. The member has not connected, and agrees not to connect in the future, any motors or other equipment which are not suitable for operation with the character of the service supplied by the Cooperative or which adversely affect the Cooperative’s equipment or the service to other members.

J. The member agrees to be responsible for any additional facilities,
protective devices, or corrective equipment necessary to provide adequate service or prevent interference with service to the Cooperative’s other members. Such loads include, but are not limited to, those requiring excessive capacity because of large momentary current demands or requiring close voltage regulation, such as welders, X-ray machines, shovel loads, or motors starting across the line.

K. The member agrees to be responsible for notifying the Cooperative of any additions to or changes in his equipment which might affect the quality of service or might increase the member’s demand.

L. The member agrees that when multi-phase service is furnished, the member will, at all times, maintain a reasonable balance of load between the phases. Three-phase motors with high-starting or fluctuating currents must be installed in accordance with the Cooperative’s filed Schedules and Riders and Rules and Regulations.

202 Standard Supply Voltages
The Cooperative maintains one system of alternating current at a standard frequency of 60 cycles per second that is supplied throughout its system and within prudent utility practices. The frequency shall be maintained within two percent (2%) plus or minus of the standard at all times during which service is supplied provided, however; the momentary variations of frequency of more than five percent (5%), which are clearly due to no lack of proper equipment or reasonable care on the part of the Cooperative, shall not be construed as a violation.

The Cooperative will determine the voltage, number of phases, and type of metering which will be supplied depending upon the Cooperative’s facilities available and upon the character, size, and location of the load to be served. The member will consult the Cooperative before proceeding with the purchase or installation or wiring of equipment. To avoid misunderstanding, this information should be in writing from both the member and the Cooperative.

The standard secondary voltages described below are nominal and variations permitted will be not more than seven and one-half percent (7½%).

<table>
<thead>
<tr>
<th>Type</th>
<th>Volts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-phase, 3 Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>Three-phase, 4 Wire</td>
<td>120/208 Volts</td>
</tr>
<tr>
<td>Three-phase, 4 Wire</td>
<td>120/240 Volts</td>
</tr>
<tr>
<td>Three-phase, 4 Wire</td>
<td>277/480 Volts</td>
</tr>
<tr>
<td>Single-phase, 2 Wire</td>
<td>7,200 Volts</td>
</tr>
<tr>
<td>Three-phase, 4 Wire</td>
<td>7,200/12,470 Volts</td>
</tr>
</tbody>
</table>

It will not be considered a violation of this voltage standard when voltages outside of the prescribed limits are caused by any of the following actions:

- Service interruptions, temporary separation of parts of the system from the main system
- Infrequent fluctuations of short duration
- Voltage control for load management purposes
- Other causes beyond the control of the Cooperative
- Addition of member equipment without proper notification to the Cooperative
• Emergency operations
• The operation of the member's equipment

203 **Service Interruptions**

The Cooperative does not guarantee continuous and uninterrupted service and will not be liable for loss or damage to any member's equipment or belongings caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity, if such is due to any cause beyond the reasonable control of the Cooperative.

Such causes include, but are not limited to:

A. An emergency action due to an adverse condition or disturbance on the system of the Cooperative, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some consumers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to affect a reduction in service to compensate for an emergency condition on an interconnected system.

B. An act of God, terrorists, public enemy, insurrection, riot, civil disorder, fire or earthquake, or an order from Federal, State, Municipal, County, or other public authority.

C. Making necessary adjustments to, changes in, or repairs on lines, substations, and facilities, and in cases where, in the Cooperative's opinion, the continuance of service to consumer's premises would endanger persons or property.

The member will notify the Cooperative immediately of any defect in service or of any trouble or irregularity to the electric supply. Maintenance work on lines or equipment requiring service interruption will be done, as far as practicable, at a time that will cause the least inconvenience to the members. The members to be affected by such planned interruptions will be notified in advance, if practicable.

204 **Right-of-Way Maintenance**

The member will grant to the Cooperative, and the Cooperative will maintain right-of-way according to its specifications with the right to cut, trim, and control the growth by chemical means or otherwise of trees and shrubbery located within the right-of-way or that may interfere with or threaten to endanger the operation or maintenance of the Cooperative's line or system.

When trimming right-of-way, the Cooperative will remove debris at its expense from "clean and maintained" areas; that is, an area which is regularly maintained free of logs and brush. In other areas, right-of-way debris will be left in the right-of-way limit.

Members who desire to have trees trimmed or cut that are close to Cooperative power lines should contact the Cooperative. If, in the opinion of the Cooperative, the trees will pose a hazard to the power lines when cut or trimmed, the Cooperative may provide assistance to the member with the cutting or trimming of the trees. The Cooperative will schedule such work at its convenience.
205  **Power Factor**
The member will, at all times, maintain a power factor at the point-of-delivery as close to one hundred percent (100%) as practicable. Where the overall power factor of the member’s load is less than 95 percent (95%) lagging, the Cooperative may require the member to install, at the member's own expense, equipment to correct the power factor and may adjust the member’s billing demand as specified by the applicable rate schedule. The Cooperative reserves the right to measure the power factor at any time.

206  **Foreign Electricity, Parallel Service, and Standby Generation**
The member will not use the Cooperative’s electric service in parallel with other electric service, nor will other electric service be introduced on the premises of the member for use in conjunction with or as a supplement to the Cooperative’s electric service, without the prior written consent of the Cooperative.

Where approved, standby and/or supplemental on-site generation is provided by the member, parallel operation of the member’s generating equipment with the Cooperative’s system will not be allowed. The member will install all protective devices specified in the National Electric Code or the National Electric Safety Code as applicable. A double throw switch must be used to prevent possible injury to the Cooperative’s personnel and equipment by making it impossible for power to feed back into the main line from the emergency generator.

207  **Qualifying Facilities and Independent Power Producers**
The Cooperative complies with the Public Utility Regulatory Policies Act of 1978 (PURPA), along with rules and regulations promulgated under PURPA as they relate to qualifying facilities (QF). Any owner/operator of a QF desiring to connect with and sell electric demand and energy to the Cooperative shall notify the Cooperative. The Cooperative will provide the owner/operator with its current applicable Rate Schedule and Riders.

Any contracts for the sale of electric demand and energy from a QF could be made between the owner/operator and NCEMC. The Cooperative will assist the owner/operator in making initial contact with NCEMC.

Also through a similar prior arrangement with NCEMC, all contracts for the sale of electric demand and energy from an independent power producer (IPP) will be made between the owner/operator and NCEMC. The Cooperative will assist the owner/operator in making initial contact with NCEMC.

208  **Line and Facilities Conversion and Relocation**
Upon request, the Cooperative will, consistent with prudent utility practice, relocate line, poles, and facilities. The member may be required to pay, in advance, the non-betterment cost of relocating the facilities. Any additional right-of-way necessary for relocation will be the responsibility of the member to obtain.

At a member's request, the Cooperative may convert existing adequate overhead facilities to underground, provided that the member pays the Cooperative.

The Cooperative will, upon request, raise or lower lines to afford a safe passage for buildings or equipment being moved. Parties making such requests will be
required to pay the cost of the labor and any material used, plus an appropriate charge for transportation of equipment. Also, such parties will be required to make a deposit, in advance, of the estimated cost to the Cooperative.

209 Energy Management Assistance
The Cooperative will, at no charge, investigate, render advice, and lend assistance needed for all reasonable requests of the member pertaining to his account, usage, bill, load management equipment, and energy conservation measures.

300 Billing
301 Responsibility to Read Meters
Meters will be read and bills rendered by the Cooperative. An explanation of the meter reading process can be obtained from the Cooperative.

302 Due Dates and Failure to Pay
Bills are due and payable upon receipt and are considered past due if payment is not received in the office by the close of business on the 25th day from the billing date. Members whose bills become past due will be charged a late payment charge. If a payment is not made by the time a new bill is prepared, the new bill will show the current amount and the past due amount with a disconnection date and disconnection notice.

If the account is still past due seven (7) days after the billing of the disconnection notice (shown on the front of the bill), the account will be reviewed to determine if the member has taken necessary action to avoid disconnection. If the member has taken no action, field service personnel will be dispatched to collect the amount or disconnect. The field personnel will accept payment (by check or money order only) of all past due amounts plus a field collection fee or disconnect the service without further notice. Members may request, in writing, that a specified third party be notified of any pending disconnection.

303 Multiple Services
If a member has more than one account, the Cooperative reserves the right to apply any payment made by the member to any account owed to the Cooperative by the member. All funds received will first be applied to any interest and penalty on the delinquent account(s) with the remaining funds to be applied against the electric service bill.

304 Billing Dispute
Please call one of our customer service representatives if you have not received a bill or if you think your bill is incorrect. Failure to receive a bill does not exempt a member from payment. Account balances can be obtained 24 hours a day, seven days a week through the automated phone system by calling 1-800-922-6840 and following the menu. Neither a dispute concerning the amount of a bill nor a claim by the member against the Cooperative will alter the normal requirements for payment. See Complaint Procedure in Section 503 for resolution of disputed bills.
### 305 Bill Payments

You may pay your bill using:

- Bank Draft
- Cash
- Credit or Debit Card
- Check or E-Check

Convenient ways you can pay:

- In Person - Between 8:00 am and 5:00 pm
- Deposit Boxes - After hours and on weekends
- Mail Payment - Check or money order only
- Automated Payment System - 1-800-922-6840.
- Web Site - www.union-power.com

A budget billing procedure is offered by the Cooperative for members who request levelized payments throughout the year.

### 306 Returned Checks

Any member whose check for payment of service is returned for insufficient funds will be notified immediately and a return check fee will be added to his account. Such charge will be up to the maximum allowed by North Carolina law (GS 25-3-506). If the member is in good standing, the Cooperative will attempt to notify the member by phone. If the returned check causes the account to be delinquent, then the returned check fee and the delinquent billing will be handled in accordance with Section 302. If the member is not in good standing and the returned check causes the account to be delinquent, then if payment is not made within three (3) days after the date of notification, service will be discontinued. If the Cooperative received two such checks from a member within the previous 12-month period, the Cooperative may refuse to accept further checks from that member.

### 307 Correction of Errors

Adjustments to the electric bill due to inaccurate metering equipment, errors in meter reading, or billing will be made promptly. The Cooperative will issue immediate credit when it is in error and the member will be expected to pay any appropriate additional charges as billed.

**Overcharges** – if the interval for which the member was overcharged can be determined, the entire excess will be refunded. If the interval for which the member was overcharged cannot be determined, the Cooperative will refund or credit the excess amount charged during the 12-month interval preceding the date when the billing error was discovered.

**Undercharges** – if the interval for which the member having a demand less than 50 kW was undercharged can be determined, the Cooperative shall recover the deficient amount for the entire interval up to a maximum of 150 days. For a member having demand of 50 kW or greater, the maximum period shall be 12 months. Payments to the Cooperative may be made in installments over the same period of time during which the error occurred. If the Cooperative undercharged a member because of a fraudulent or willfully misleading action on the member’s part, or by any person
other than an employee or agent of the Cooperative, or if it is evident that a customer has knowledge of being undercharged without notifying the Cooperative, the Cooperative will recover the deficient amount for the entire interval. If the interval during which the consumer was undercharged cannot be determined, the Cooperative will collect the amount incurred during the 12-month period preceding the date when the billing error was discovered by the Cooperative.

In the cases above, if the usage and/or demand by the member during the billing period subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand. These rules do not prohibit the estimation of a consumer’s usage for billing purposes when the adjustment cannot be determined or when it is not feasible to read the consumer’s meter on a particular occasion.

If the meter error is found upon test to be not more than 2% fast or slow, the utility shall not be required to make a billing adjustment for overcharges or undercharges unless fraudulent or misleading action on the member’s part occurs.

308 Credit
At the discretion of the Cooperative, credit may be extended to members in accordance with the following standards:

A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, and that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair the Cooperative’s ability to effectuate final collection of the bill; or

B. When the member involved establishes to the satisfaction of the Cooperative that the member’s failure to pay the bill has resulted from a mistake on the Cooperative’s part or a mistake for which the member was not responsible; or

C. When the involved bill is a final bill covering service to a farm, home, or other residential structure and the main building thereof has been destroyed by fire not caused by an act of arson on the part of the member or the member’s family; or

D. When disconnection of service might impose immediate danger to the member or other persons due to illness or some hazardous condition, or when the household is immediately and directly affected by a death.

309 Unavoidable Cessation of Service by Member
In the event the member’s premises is destroyed by fire, natural disaster, or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster, or other cause beyond the member’s control, making a complete cessation of service, then upon written notice by the member to the Cooperative within thirty (30) days thereafter, advising that the member intends to resume service as soon as possible, any minimum charge, or guarantee occurring after such cessation of service for which the member may be liable will be waived during the period of such cessation, and the contract will be extended for a corresponding period. The
member’s obligation to pay for charges incurred before cessation will be postponed with interest. Otherwise, the agreement for service will immediately terminate.

In the event an account billed under any residential rate is destroyed by fire not caused by an act of arson on the part of the member or member’s family, no final bill will be rendered.

400 Disconnection and Reconnection

401 Disconnection of Service by Cooperative

Service may be disconnected, after notice has been given and reasonable time to comply has been allowed for noncompliance with the Bylaws of the Cooperative, the Service Agreement with the Cooperative, or any applicable Federal, State, or other local laws, regulations or codes, including, but not limited to, nonpayment and refusal of access to the Cooperative’s meter or other facilities on the premises.

A remote disconnection device may be added to meters that are in hard-to-reach areas or on meters where several disconnections of service have occurred within the previous 12 months.

The Cooperative may disconnect service immediately and without notice for the following reasons:

A. Discovery of meter or load management equipment tampering or diversion of current. Diversion of power or the unauthorized alteration or manipulation of the Cooperative’s meter, wires, seals, or other apparatus in such a way as to prevent the meter from recording, under seal, the amount of electricity supplied to the member. This is a misdemeanor under law and subject to penalty.

B. Use of power for unlawful, unauthorized, or fraudulent reasons

C. By order of public authority

D. Discovery of a condition determined by the Cooperative to be hazardous to life or property of the Cooperative or its other members

E. For repairs, emergency operations, unavoidable shortages, or interruptions in the Cooperative’s supply source

F. Introduction of foreign electricity on the premises without prior written consent

Waiver of default - Any delay or omission on the part of the Cooperative to exercise its right to discontinue service, or the acceptance of a part of any amount due, will not be deemed a waiver by the Cooperative of such right if the member continues to be or again becomes non-compliant with the Service Agreement.

402 Cold Weather Disconnection

With respect to bills rendered between December 15 and March 15 of every year and in the spirit of the policy considerations expressed by Congress in the Public Utility Regulatory Policies Act (PURPA) of 1978, the notice of proposed termination shall also contain a statement that no termination shall take place without the express approval of the Cooperative’s board of directors and notification of the North Carolina Rural Electrification Authority if the member can establish all of the following:

A. That a member of the member’s household is either handicapped or
elderly (65 years of age or older), or both.
B. That the member is unable to pay for such service in full
C. That the household is certified by the local social service office which administers the Energy Crisis Assistance program or other similar programs to be eligible (whether funds are then available or not) to receive assistance under such programs

The Cooperative may continue to charge interest on accounts that are subject to this provision.

403 Reconnection of Service by Cooperative
Subsequent to the disconnection of electric service by the Cooperative for reasons listed in the previous section, service may be reconnected under the following conditions:

A. The conditions causing the disconnection are corrected
B. Payment has been made for the cost of repair or replacement of the Cooperative's meter or any other properties, if tampered with or otherwise damaged or destroyed
C. Where the service has been discontinued for non-payment of a bill, meter tampering, unauthorized or illegal use of power, the Cooperative will have the right to refuse service to the same member or to any other applicant who is a member of the member's household until the infraction is corrected, credit is re-established by the member, and all applicable fees and accounts have been paid
D. The member has agreed to comply with reasonable requirements to protect the Cooperative against further infractions
E. A reconnection fee and/or any other applicable service charges and deposits have been paid

404 Termination of Service by Member
For termination of service, the member should give a minimum of one working day's notice prior to requested disconnection unless a written contract specifies otherwise.

A member may voluntarily withdraw, in good standing, from membership under both of the following conditions:

A. Payment of any and all amounts due the Cooperative, and cessation of any noncompliance with his membership obligations, all as of the effective date of withdrawal; and either removal to other premises not furnished service by the Cooperative, or ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership; and
B. Upon such withdrawal, the member will receive a prompt refund of any service security deposit held by the Cooperative.

500 Cooperative and Member Obligations

501 Approval and Cooperative’s Board Authority
The cooperative's board of directors is the governing body and is the final authority for establishing these Service Rules and Regulations. These Rules and Regulations and Rate Schedules are on file in the Cooperative's headquarters.
office, and such filing and publishing will constitute official notice to all members on such changes. Failure of the Cooperative to enforce any of the terms of these Rules and Regulations will not be deemed as a waiver of its right to do so.

In case of conflict between any provision of the Bylaws and these Service Rules and Regulations, the Bylaws will prevail. In case of conflict between any provision of a Rate Schedule or Rider and of these Service Rules and Regulations, the Rate Schedule or the Rider will prevail.

These Rules and Regulations and Rate Schedules and any changes will be filed with the North Carolina Rural Electrification Authority and, additionally, pursuant to North Carolina law (GS 62-138 (f)), with the North Carolina Utilities Commission.

502 Responsibility of Member and Cooperative

Electricity is supplied by the Cooperative and purchased by the member upon the express condition that, after it passes the point-of-delivery, it becomes the property of the member to be used only as provided in the Service Agreement. The Cooperative will not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the point-of-delivery or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the member or for the inspection or repair of the wires or equipment of the member.

It is understood and agreed that the Cooperative is merely a supplier of electricity, and the Cooperative will not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the member due to lightning, defects in wiring or their electrical installations, defective equipment or other cause not due to the negligence of the Cooperative. The Cooperative will not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point.

In maintaining the right-of-way, the Cooperative will not be liable for damage to trees, shrubs, lawns, fences, sidewalks, or other obstructions incident to the installation, maintenance or replacement of facilities, unless caused by its own negligence.

All meters, service connections, and other equipment furnished by the Cooperative will be, and will remain, property of the Cooperative. The member will not interfere with, or alter the Cooperative’s meters, seals, or other property, or permit the same to be done by anyone other than the Cooperative’s authorized agent or employee. Damage caused or permitted by the member to the Cooperative’s property will be paid for by the member.

No person or organization will install or attach any wire, sign(s) or other material or equipment to any of the Cooperative’s poles, conductors, or other fixtures, except with express written consent of the Cooperative.

To the extent that members may require electric service at a level of less variation allowed under the standard service, any additional equipment required by the member to ensure the level of power quality will be at the member’s expense. The Cooperative will assist the member in the technical development of the power quality electric service.
503 Complaint Procedures

A full and prompt investigation will be made of all service complaints. The recommended order for handling quality-of-service or rate complaints is as follows:

A. Call and speak to a customer service representative in an effort to resolve the complaint. You may also ask to speak to the supervisor of the department. If the results are not satisfactory, then:

B. File a complaint with the Cooperative’s General Manager, providing information and results from the initial complaint and/or naming local Cooperative personnel who handled the complaint. Allow reasonable time for the General Manager to act. If the results are still not satisfactory, then:

C. File a complaint with the Cooperative board of directors. Allow reasonable time for the board to schedule the item at a regular meeting. Allow reasonable time for the board’s orders on the matter to be carried out. If results are still not satisfactory, then:

D. File a complaint with the North Carolina Rural Electrification Authority in Raleigh, North Carolina, 4321 Mail Service Center, Raleigh, NC 27699-4321, 919-733-7513. Allow reasonable time for the Authority to act.