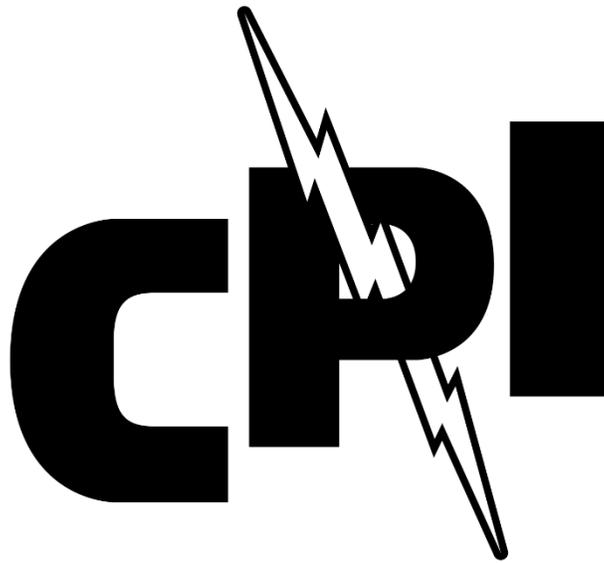


**Consumers Power, Inc.
Service Rules and Regulations**



Service Rules and Regulations

Purpose

The Service Rules and Regulations establish the policies, procedures, and operating standards governing electric service provided by Consumers Power, Inc. (“Cooperative” or “CPI”). These rules are designed to ensure the safe, reliable, and equitable delivery of electric service to all Cooperative members while maintaining compliance with applicable laws and industry standards.

As a member-owned electric cooperative, Consumers Power, Inc. is committed to providing reliable power, promoting safety, and operating in the best interests of its membership and communities served.

Cooperative Principles

The Cooperative operates in accordance with recognized electric cooperative principles, including:

- Open and Voluntary Membership
- Democratic Member Control
- Members’ Economic Participation
- Autonomy and Independence
- Education, Training, and Information
- Cooperation among Cooperatives
- Concern for Community

Membership in the Cooperative carries both privileges and responsibilities, including compliance with these Service Rules and Regulations.

Scope and Applicability

These Service Rules and Regulations apply to all applicants, members, customers, employees, contractors, and authorized representatives receiving or requesting electric service from the Cooperative.

The rules govern, but are not limited to:

- Membership requirements and applications for service
- Electric service connections and extensions
- Metering and energy usage

- Billing, deposits, and payment requirements
- Service interruptions and restoration
- Safety standards and right-of-way requirements
- Member responsibilities and prohibited uses of service

Compliance with these rules is a condition of receiving electric service.

Authority

These Service Rules and Regulations are adopted under the authority granted to Consumers Power, Inc. by its Articles of Incorporation, Bylaws, Board of Directors, and applicable federal, state, and local regulations governing electric utilities and cooperatives.

Member Responsibility

Members are responsible for maintaining safe electrical facilities on the member's side of the service point and for using electric service in a manner consistent with Cooperative policies, safety requirements, and applicable electrical codes.

Amendments and Revisions

The Cooperative reserves the right to modify, revise, or update these Service Rules and Regulations as necessary to address operational needs, regulatory requirements, safety standards, or technological changes. Revisions become effective upon approval by the Cooperative's Board of Directors unless otherwise specified.

Interpretation

The Cooperative shall interpret and administer these rules in a fair and consistent manner. In the event of a conflict between these Service Rules and applicable laws or regulations, governing legal requirements shall prevail.

Availability of Rules

The current Service Rules and Regulations shall be made available to members through the Cooperative's offices, official website, and other authorized communication channels.

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SERVICE RULES AND REGULATIONS No. 01

SUBJECT: Billing and Service Charges

A. Electric Service

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

All bills are due and payable upon receipt. A late fee will be assessed at the time of final notice. The Cooperative reserves the right to waive such fees. Bills become delinquent twenty (20) days after the date of the bill. The notice of disconnection will be mailed twenty-two (22) days after the date of the bill. The service will be disconnected fifteen (15) days after the date of disconnect notice unless the account is paid in full.

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

The membership fee will be added to the first month's service billing. Other fees, deposits, penalties, etc. may be added to any month's service billing.

Any license fee, privilege tax, sales tax, permit fee, or franchise fee based on a percentage of gross revenue, imposed by lawful authority, shall be added to the electric bills rendered to those accounts receiving service within the jurisdiction of that lawful authority. The Cooperative will absorb as a general expense the amount of tax equal to the percentage rate times the gross revenue generated within the jurisdiction of such lawful authority, subject to a maximum tax of 3.5%, provided the taxing authority grants the Cooperative the express right to use roadways, streets, and alleys for placement of poles, conductors, underground power lines, and related facilities, and grants a license to do business within the jurisdiction of the licensing authority.

When it has been determined that a member has received unmetered service or bills arising out of incorrect application of rates, faulty metering equipment, or clerical errors, the Cooperative may render bills for such service based upon its reasonable estimate of the service actually furnished. Retroactive adjustment will be applied for those billing periods which occurred within a full one-year period immediately preceding discovery of the circumstance for which the adjustment is made.

B. Inactive Account Balances

A balance of less than \$10 that remains in a member's accounts Receivable account after it has become inactive shall not be processed for collection or refunded. Such balance shall be written off to the account which was charged or credited in the original transaction, provided however that if the member has other accounts, such balance may be transferred to those accounts.

C. Remote Service

Remote services will incur the following additional monthly service charge:

- a) Single-phase members with 10 kW or less demand: Seventy-five (\$75) dollar monthly service charge, plus electric service under the applicable rate schedule.
- b) Single-phase members with over 10 kW demand: One hundred twenty-five (\$125) dollar monthly service charge, plus electric service under the applicable rate schedule.
- c) Three-phase members with 10 kW or less demand: One hundred Fifty (\$150) dollar monthly service charge, plus electric service under the applicable rate schedule.
- d) Three-phase members with over 10 kW up to 100 kW demand: Two hundred Forty-Five (\$245) dollar monthly service charge, plus electric service under the applicable rate schedule.
- e) Three-phase members with more than 100 kW demand: Three hundred Five (\$305) dollar monthly service charge, plus electric service under the applicable rate schedule.

D. Billing and Collection Charges

- a) Electric Deposits

New accounts: Members without previously established credit may be required to pay a deposit as follows:

Residential accounts electing to receive a credit check will be assessed a deposit based on credit criteria.

Deposits for new residential services will be calculated on a two-month average load for the qualifying rate schedule, with a minimum of \$125. Deposit requirements will be waived if member signs up for the Consumers Power PrePay electric service program or provides the Cooperative with a satisfactory letter of credit from a previous or

current electric utility.

Electric deposits may be broken into three monthly payment installments and payable with electric bills.

Commercial accounts

Deposits are based on the average of two (2) months bills from the recent 12 month billing history.

Deposits for new commercial services will be calculated on a two-month average load for the qualifying rate schedule. Deposit requirements may be waived if member provides the Cooperative with a satisfactory letter of credit from a previous or current electric utility.

Electric deposits will be paid prior to connection of service.

Accounts disconnected for nonpayment

Members who are disconnected for nonpayment shall be required to pay a security deposit based on the average of two (2) month's bills from the most recent 12-month billing history, with a minimum of \$125. The full deposit amount will be required before reconnection of service.

Accounts with a poor payment history

Members with delinquent credit history may be required to pay an electric deposit. Deposit is based on the equivalent to the average of 2 months usage over the last 12 months. Electric deposits may be broken into three monthly payment installments and payable with electric bills.

Refunding an Electric Deposit

Electric deposits will be reviewed annually from the date the deposit is paid in full. If a member maintains a satisfactory payment history, the deposit may be applied to the member's account or refunded at the member's request.

CPI reserves the right to adjust active deposit balances in accordance with the above policy.

b) Delinquent Accounts

A 1.5% late fee will be assessed for all past due amounts exceeding \$50 with a minimum of \$3. The late fees will be assessed at the time of billing. The Cooperative reserves the right to waive such fees.

When a delinquent account requires action for collection purposes, a \$50 fee will be charged to the member's account.

If a delinquent account is disconnected for non-payment, a \$125 fee will be charged and collected along with the full account balance, fees and required deposit amounts before the service is reconnected.

After hour reconnects for non-payment or new service connect will be charged a \$250 fee assessed to the account on the next business day. After hour reconnects are defined as after 4pm and before 9am on business days, or anytime on weekends and holidays.

c) Insufficient Fund Fee

A \$25 handling fee will be charged for each transaction returned unpaid due to lack of funds. The Cooperative reserves the right to waive the fee for purposes of bank errors and other legitimate reasons.

d) Reconnection Fee

When a service is disconnected, and a new party is signing for service, there is a \$25 reconnection fee assessed on the first month's bill.

e) Meter Change Out/Testing Fee

At a member's request, the Cooperative will change out a meter for testing and may assess a \$125 fee. Upon testing, if the meter is found to have malfunctioned or has deviated more than 2% under normal conditions of the member's electric load, the fee will be credited back to the member and the member's billing will be adjusted accordingly, for the previous twelve (12) months.

f) Meter and Facility Access Fee

Members who fail to provide access to the Cooperative's facilities (e.g. meters), may be billed a \$125 access fee and given a written warning. The warning will give the member 60 days to provide safe ongoing access to the Cooperative's facilities. If a member fails to provide the necessary access, the Cooperative may remove any or all of the Cooperative's facilities until reasonable access is provided. A key is not considered reasonable access. Enclosed meters are not considered accessible and therefore are not acceptable. Facility inspections are unscheduled and therefore require ongoing access to meters and facilities.

g) Meter Tampering and Power Diversion

Tampering with a meter or diverting power without authorization from the Cooperative may result in a fee of up to \$1,000, in addition to charges for all unbilled electricity usage resulting from the tampering, as determined by the Cooperative. The facilities may be immediately disconnected without notice and will not be reconnected until all the Cooperative's requirements are met.

E. Construction Charges

a) Field Investigation Fee

Requests for new line extension or revision to an existing service for a single lot will be charged a \$250 Field Investigation Fee. The fee covers the initial field investigation to the site, service design, and construction estimate. The Field Investigation Fee must be received prior to field investigation. If an additional cost estimate is requested or a trip by Cooperative personnel to the site is required, an additional \$100 fee will be charged.

Line extension requests for electrical service at a multi-lot site (subdivision) with at least five (5) lots, will be charged a fee of up to \$100 multiplied by the number of lots in the subdivision.

b) Trenching and Facility Inspection Fees

Members constructing underground service must trench and backfill to Cooperative specifications. The Cooperative will make one (1) trip to inspect trench and infrastructure to establish service, one (1) trip to pull wire, and one (1) trip to connect said wire to member's equipment within the limits of line extension regulations. For any additional trips to site necessitated by conditions beyond the Cooperative's control, a minimum non-refundable fee of \$100 will be charged, additional fees may be assessed to cover any additional labor or material that may be required. All payment must be paid in full and received prior to connection of service.

c) Additional Facility Inspection Fee

For any additional requests for inspections of wiring, lines, or equipment there will be a minimum \$100 fee in accordance with Service Rules and Regulations No. 05.

d) Temporary Service Fee

The cost to install a single phase 200-amp temporary service shall be

\$500, in addition to the cost of any necessary line extension or service revision. The cost of additional temporary services on a single parcel or within a multiple unit development installed concurrently with the first temporary service shall be \$250.

e) Facility Replacement Fee

When a replacement of Cooperative equipment is required and the cost exceeds 30 times the estimated annual revenue, such replacement may be treated as a new line extension, see Service Rule and Regulations No. 02, Line Extension.

F. **Other Charges**

If a member causes damage to Cooperative material, personal property and other equipment, the Cooperative reserves the right to assess the responsible Member for the costs of any and all necessary repairs or other required restoration. If a member fails to pay any assessment under this subsection, the Cooperative reserves all rights and remedies to collect on the balance due from the Member, including the disconnection of service in accordance with this Service Rule and Regulation No. 01 and the assignment to the Cooperative of any capital credits due to the Member.

SERVICE RULES AND REGULATIONS No. 02

SUBJECT: **Member Requested Work**

A. Line Extension

Line extension is a request by a member for new single phase or three phase, primary or secondary service. Line extensions will be designed and constructed as underground facilities. Overhead facilities will only be permitted when site conditions do not allow for the installation of underground facilities, and at the sole discretion of the Cooperative. Members are responsible for all associated costs for line extension, see Service Rule and Regulation No. 01, Construction Charges.

B. Revision

A revision at the request of the member is a change to existing facilities. At the sole discretion of the Cooperative, the Cooperative may require underground construction of the revision.

Members requesting line extension or service revision are responsible for all associated construction costs to establish or revise service to the site. Any assessed construction credits will be applied and noted on the construction estimate at the time of invoice.

C. Types of Service

Single-Phase Service – service furnished will be metered and billed separately at each point of delivery.

a) Temporary Service

- a. The member shall furnish and install temporary metering equipment in accordance with the Cooperative's temporary metering specifications.
- b. The temporary service shall be removed within twelve months of installation. Extensions may be granted at the discretion of the Cooperative.
- c. The member shall pay a temporary service installation fee, see Service Rules and Regulations No. 01, Construction Charges.

b) Residential Service - electric service provided to a building or

permanent location designed for residential occupancy.

- c) General Service - a single-phase electric service provided for uses other than residential occupancy. Examples include commercial, shop, barn, garage, RV site, hanger, boat landing, temporary service.
- d) Irrigation - a single-phase irrigation and soil drainage pumping installations with a connected horsepower load of 7.5 or less.

Three-Phase Service – service furnished will be metered and billed separately at each point of delivery.

- a) General Service
 - a. Small General - a service whose monthly demand does not exceed 100 kW in three of the preceding 12 months.
 - b. Large General - a service whose demand has exceeded 100 kW in any three of the preceding 12 months and is less than 4,000 kW.
- b) Irrigation a three-phase irrigation and soil drainage pumping installations with a connected horsepower load greater than 7.5.

Remote Service – service furnished will be metered and billed separately at each point of delivery.

- a) Remote Service - a service to members in remote areas, or not readily accessible from a road or drivable surface requiring other means to access and maintain service location.

D. Standard Service Voltages

- a) Electric service furnished is nominal 60 hertz, alternating current (AC), single or three-phase. The following standard secondary service voltages are provided.
 - a. 120/240 Volts, single-phase
 - b. 120/208 Volts, single or three-phase
 - c. 277/480 Volts, three-phase
- b) All other voltages must be approved in advance by the Cooperative.

- c) Service voltage shall be supplied per ANSI standard.
- d) The Cooperative does not guarantee the dependability of service voltage, frequency or the loss or reversal of one or more phases in a service. The Cooperative is not responsible for any damages. See Service Rule and Regulation No. 09.

E. Fees

Members shall be responsible for the following: Field Investigation Fee (FIF); Engineering Fee; Trench Inspection Fee; Temporary Service Fee; Special Equipment costs; Inspection Wiring Fee; and any other applicable fee, in accordance with Service Rule and Regulation No. 01.

F. Permit and Easement Requirements

- a) Members requesting service must provide valid building and electrical permits as required by the regulatory authority.
- b) Members shall provide all required rights-of-way, and easements as required by the Cooperative. See Service Rule and Regulation No. 03 and Service Rule and Regulation No. 04.

G. Transfer of Ownership

Upon completion of construction the Cooperative will assume ownership of facilities. The Cooperative will own the installed equipment, together with existing electric facilities that serve (or will serve) members.

SERVICE RULES AND REGULATIONS No. 03

SUBJECT: Easements

All applicants for electrical service shall provide without cost to the Cooperative, utility easements required for the installation, maintenance, and operation of the Cooperative's facilities, including electrical, communication, and related lines, within the easement area.

This includes modification or addition to the facilities above or below ground within the easement area, a general right of access to property for repair and maintenance, and the right to require removal of any obstructions, including trees, vegetation, and structures, see Service Rules and Regulations No. 04.

The Cooperative shall provide utility easement documents to the party requesting service. It shall then be the responsibility of the party to have all easements associated with their request for service signed, notarized, returned to the Cooperative, and recorded.

Members requesting service will be responsible for all costs necessary to secure easements and permits to provide service.

All Cooperative members and applicants agree to allow the Cooperative to use easement areas for the extension and service of any Cooperative facilities, including electrical, communication and related lines, to adjoining properties.

SERVICE RULES AND REGULATIONS No. 04

SUBJECT: Rights-of-Way

The Cooperative recognizes that maintaining adequate vegetation clearance from power lines and electric utility equipment is vital for the safe and reliable operation of the electric distribution and transmission system. The Cooperative will provide vegetation management services on a scheduled maintenance cycle that ensures vegetation clearance from power lines and equipment is consistent with Oregon Public Utility Commission (OPUC) Division 24 Safety Standards, Rural Utilities Service (RUS), and Cooperative specifications. The Cooperative's maintenance plan includes cycle trimming, pre-cycle work, hazard tree removal, mowing, and herbicide application.

The Cooperative shall make reasonable efforts to contact landowners prior to conducting right-of-way maintenance activity.

The Cooperative supports the philosophy of "The Right Tree in the Right Place" as a means of having a more attractive community and a dependable and safe electrical system to serve its members. Therefore, the Cooperative offers a no cost tree removal and replacement program to the members.

Members that refuse to allow the Cooperative to perform standard rights-of-way maintenance and/or tree removal, that results in work that must be performed outside the normal maintenance cycle, shall be charged for such additional costs associated with the required maintenance. Furthermore, members may be liable for resulting damages including, but not limited to, fire suppression costs, property damage, powerline repair, and cleanup costs.

The Cooperative offers an Arborist Assist Program that includes line kill/ground, line drop, or tree make safe so the arborist can work around the Cooperative's facilities. The Cooperative, at its sole discretion, shall determine the scope of assistance and may impose any and all fees associated with the cost to perform services for assistance.

Consumers Power, Inc.

REVISED: 3/25/26

SERVICE RULES AND REGULATIONS No. 05

SUBJECT: Inspection of Wiring, Lines, and Equipment.

The Cooperative requires an approved electrical inspection from the Oregon Building Codes Division Electrical Inspector prior to the Cooperative performing any work or energizing an electrical service.

The approval certificate can be in the form of a “green tag” from an electrical inspector or a “letter of reconnect” for energization from a licensed supervising electrician. Approval must be attached to the service entrance or sent to the Cooperative.

If the inspection of the service entrance from the Cooperative reveals that the applicable provisions of the National Electric Safety Code have not been met or the Cooperative determines, in its sole discretion, there is a general safety concern, service will not be energized until corrections are completed.

The Cooperative will make one (1) inspection trip, within the limits of line extension regulations. For any additional inspections, a minimum \$100 fee may be required prior to connection of service. See Service Rule and Regulation No. 01.

All wiring, lines, and equipment must meet all applicable regulations, codes and operate in a safe manner. The Cooperative shall disconnect or isolate any wiring, lines, or equipment that could reasonably be expected to endanger life or property immediately upon discovery.

The Cooperative shall use the latest edition of the National Electric Safety Code to build and maintain the Cooperative’s system for the safety of its employees, its contractors, and the public. The Cooperative shall conduct routine and extensive inspections of its transmission and distribution equipment to assure compliance with the codes and safety for employees and the public. Inspection schedules shall be consistent with the requirements of the Division 24 rules adopted by the Oregon Public Utility Commission.

Consumers Power, Inc.

REVISED: 2/25/98; 3/25/26

SERVICE RULES AND REGULATIONS No. 06

SUBJECT: **Metering**

A. Meter Base

Member shall provide and maintain the necessary meter base required to serve requested load. For an overhead service, this includes weatherheads, service mast with wire, and anchor points for the Cooperative's service wire. For an underground service, this includes service entrance to meter base. It is the members responsibility to maintain the meter base per applicable codes and safety standards.

B. Meters and Equipment

The Cooperative will own, install, and maintain all meters and equipment necessary for measuring and controlling the electric power and energy used by the member. Metering and equipment will be at the sole discretion of the Cooperative. The Cooperative has installed meters that can automatically transmit readings to the Cooperative's office.

Members are required to provide the Cooperative with safe and unobstructed access to the meter and all Cooperative equipment. See Service Rules and Regulation No. 01, Meter and Facility Access Fee.

Meters will be installed on meter bases located in such a way that they are readily accessible to the Cooperative's personnel at all times for inspection or maintenance.

The Cooperative's meter seal must not be broken without authorization from the Cooperative. Broken meter seals will be considered tampering. All tampering fees apply, see Service Rules and Regulation No. 01, Meter Tampering and Power Division.

C. Current Transformer (CT) Metering

Current transformer (CT) metering shall be used to meter single-phase loads of more than 320 amps and three-phase loads of more than 200 amps. The Cooperative will provide the CT's and metering for these types of service. The member will provide the additional metering equipment as specified by the Cooperative.

D. Primary Metering

Primary metering will be at the sole discretion of the Cooperative. The Cooperative may consider primary metering for remote communication sites and industrial facilities. Primary metering includes voltage delivery, without transformation, from the high-voltage or “primary” distribution system. Such service is at the standard distribution voltage for the location in which service is requested.

The Cooperative will own all primary metering equipment. The member is responsible for the operation and maintenance of all member-owned equipment. The Cooperative does not service, maintain, repair, or provide replacement parts for member-owned equipment.

The discount for primary metering shall be defined in the General Addendum for Applicable Rate Schedule (see Rate Schedules).

SERVICE RULES AND REGULATIONS No. 07

SUBJECT: Net Metering

The Cooperative may purchase electricity generated by members who own a net metering facility. The Cooperative may limit the cumulative generating capacity of all net metering systems served by the Cooperative to any statutorily required limit. Once this limit is met, the Cooperative may not permit the connection of any new member-generators. The net metering facility must use solar, wind, fuel cell, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues to generate electricity. It must have a generating capacity of not more than 25 kilowatts, and be located on the member-generator's premises. The generator must operate in parallel with the Cooperative's existing transmission and distribution facilities and with its primary intent to offset part or all of the member-generator's electric requirements. The Cooperative acquires ownership of the net energy and all renewable attributes associated with it, including Renewable Energy Credits (RECs). Interconnection requests of greater than 25 kilowatts will be subject to Service Rule and Regulation No. 08 Generator Interconnection and Wheeling Request.

Prior to installation, members shall submit a completed pre-application, along with a site-plan and electrical one-line for review by the Cooperative. The net metering facility must meet all applicable safety and performance standards established by the Oregon State Building Code, the Oregon Public Utility Commission, the National Electrical Code, the Institute of Electrical and Electronics Engineers and the Underwriters Laboratories. The Cooperative shall have the option of requiring ongoing testing of disconnection equipment. The Cooperative requires a single, readily accessible, lockable manual disconnect switch at the point of delivery for all net-metered systems. Members shall not make any modification to the facility, including the addition of battery storage, without the prior pre-approval from the Cooperative.

The Cooperative shall not be liable, directly or indirectly, for permitting or continuing to allow the attachment of a net metering facility, or for the acts or omissions of the member-generator that cause loss or injury, including death, to any third party.

At its expense, the Cooperative will install bi-directional metering equipment that is capable of registering the flow of electricity in each direction. Effective May 1, 2026, each monthly billing period the Cooperative will charge a member-generator the monthly facilities charge and all applicable charges for the net electricity that the Cooperative

delivered. If in a monthly billing period a member-generator has supplied to the Cooperative more electricity than the Cooperative has delivered to the member-generator, the Cooperative will apply the excess kWhs as a cumulative credit to the member-generator's monthly bill. The Cooperative will apply such credit at the avoided cost rate for each component on the bill that uses kWhs as the billing determinant.

SERVICE RULES AND REGULATIONS No. 08

SUBJECT: **Generator Interconnection and Wheeling Requests**

The Cooperative will permit interconnection of member-owned and third party commercial power generators (Generator) to the Cooperative's electrical system in accordance with the following procedures. Generator shall bear all costs of the Cooperative to study and install interconnection and any ongoing costs caused by interconnection, such as reliability compliance.

- A. Request to Host BA -Generator shall make an interconnection application to Bonneville Power Administration (BPA), the Cooperative's Host Balancing Authority (Host BA), prior to Generator's application to the Cooperative. To the extent possible, the Cooperative and Generator will coordinate interconnection issues with Host BA. The Cooperative shall send a representative to attend any Host BA scoping meeting and will only hold its own scoping meeting if the Cooperative deems it necessary.
- B. Request to Cooperative - Each request for Generator interconnection or wheeling shall contain the following information to be considered complete:
 - a) Proof of interconnection and wheeling request to Host BA.
 - b) Completed Generator Interconnection Request form (available upon request).
 - c) A non-refundable deposit of \$5,000 for resources under 10 MVA, \$15,000 for resources between 10-100 MVA, and \$50,000 for resources over 100 MVA towards the Cooperative's costs of the scoping meeting with the Host BA and preparation of an interconnection study letter agreement (see Section 5 below). Disposition of this deposit will be specified in the letter agreement or, if the request is withdrawn, returned without interest less the Cooperative's expenses.
 - d) Preliminary electrical design specifications.
 - e) Site control documentation.
 - f) Point of Receipt, Point of Delivery, and Requested MW if wheeling. If wheeling is requested, the Cooperative may require a deposit equal to the Cooperative's Wheeling Rate multiplied by requested wheeling amount for a one-year period. This deposit secures a requester's priority among competing requests – priority is established on a first completed application, first served basis. Such deposit amount shall be returned, without interest, upon

withdrawal of request. If request is satisfied, deposit shall be credited against wheeling or other charges incurred by the Generator.

- g) Requested in-service date.
- h) Satisfactory evidence of appropriate liability insurance.
- i) Generator must comply with all national, state, and local standards and safety requirements.

C. Technical Specification:

- a) Lockable manual disconnect switch with visible open at the point of delivery.
- b) Other specifications as determined by the Cooperative.

D. Written Acknowledgement of Request – the Cooperative shall inform Generator when a completed request to study interconnection or wheeling has been received. The Cooperative shall inform Generator of any deficiencies in its request for interconnection or wheeling, within a reasonable period of time.

E. The Cooperative will offer Generator an interconnection study letter agreement (LA) which details the scope of any interconnection or wheeling study and any alternatives agreed to by Generator and the Cooperative. A good faith estimate of the study costs and the Cooperative's costs shall be included in the LA and the Cooperative may request funds to cover these costs in addition to the deposit described in Section B(c) above. Once the LA is accepted as evidenced by Generator's signature, the Cooperative shall undertake to have study work completed in a reasonably timely manner.

F. The Cooperative shall share the results of the study with Generator and develop a mutually agreeable plan of service to interconnect Generator, within a reasonable period of time. Both parties shall coordinate the plan of service with Host BA.

G. If Generator and the Cooperative choose to move ahead with interconnection, then the Cooperative will offer Generator as appropriate, a System Impact Study Agreement, a Facilities Agreement, a Construction Agreement, and/or an Interconnection and Wheeling Agreement. Interconnection and Wheeling Agreements include construction of any needed interconnection equipment, funding of such equipment by Generator, and a construction schedule. The Interconnection and Wheeling Agreement shall also cover ongoing interconnection terms and wheeling terms, rates, and conditions. The Cooperative only offers firm wheeling.

H. The Cooperative does not provide any scheduling or ancillary services. Such services must be procured from the Host BA.

SERVICE RULES AND REGULATIONS No. 09

SUBJECT: Protective Load - Control Equipment

Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuation. The Cooperative does not guarantee constant or uninterrupted delivery of electric service and shall have no liability to its members or any other persons for any interruption, suspension, curtailment or fluctuation in electric service or for any loss or damage caused thereby.

The member shall provide devices adequate to protect member-owned equipment from high and low voltage, from overload, and from the effects of "single-phasing" of a three-phase delivery.

The member shall provide the necessary control equipment which will, to the Cooperative's satisfaction, eliminate excessive starting current or undesirable voltage fluctuations on the Cooperative's circuits.

In the event the Cooperative deems the member's protective equipment inadequate and could potentially damage cooperative property, the Cooperative reserves the right to discontinue service until necessary and satisfactory control equipment is in place.

SERVICE RULES AND REGULATIONS No. 10

SUBJECT: Inactive Services

A. Idle Services

A service shall be considered idle if it produces no revenue.

After a service has been idle for one (1) year or more, the service and associated facilities shall be considered abandoned, and may be retired at the discretion of the Cooperative.

B. Line Retention

To cover the Cooperative's costs to finance and maintain the electric plant in service, the Cooperative will assess a line retention charge equal to the basic charge for the applicable rate schedule.

SERVICE RULES AND REGULATIONS No. 11

SUBJECT: Joint Use of Poles and Assets

The Cooperative may allow “Operators,” as defined by the Oregon Public Utilities Commission, joint use attachments to the Cooperative’s poles or assets. Joint use attachments may include: the Cooperative’s utility poles; ducts; conduits; rights-of-way; manholes; handholes; or other similar facilities. The Cooperative may disallow joint use attachments if they pose a threat to the Cooperative’s system or the public. All joint use activities will be conducted in accordance with the Oregon Revised Statutes Chapter 860 Division 28 rules adopted by the Oregon Public Utility Commission.

Non-Operators, including members, are not allowed to attach anything to the Cooperative’s utility poles.

Operators wanting to attach to the Cooperative’s facilities must sign a Joint Use Contract with the Cooperative. All joint use activities will be conducted in accordance with the Joint Use Contract and the Division 28 rules.

Attachments added to the Cooperative’s facilities without the Cooperative’s permission are considered “bootleg attachments.” Such attachments made without a Joint Use Contract shall be handled in accordance with OAR 860-028-0130 Sanctions for Having No Contract. Attachments made with a Joint Use Contract, but no attachment permit, shall be handled in accordance with OAR 860-028-0140 Sanctions for Having No Permit.

Disputes between the Cooperative and joint use Operators or members will be resolved by direct contact with the responsible party. Disputes that cannot be resolved between the parties will be referred to the Oregon Joint Use Association in accordance with the Division 28 rules, the Oregon Public Utility Commission in accordance with the Division 28 rules or litigated in accordance with the laws of the State of Oregon.

SERVICE RULES AND REGULATIONS No. 12

SUBJECT: Sales of Poles, Materials, or Equipment

The Cooperative shall not make a regular practice of selling poles, materials, or equipment.

All requests to purchase used poles, materials, or equipment must be approved through the Cooperatives Operations or Engineering department. In all such sales, execution of a bill of sale shall terminate the Cooperative's responsibility and transfer title to the purchaser. Field personnel can transfer ownership of poles older than 10 years to the purchaser at the work location and are responsible for execution of bill of sale, consumer information sheet, and collection of payment. For used poles sold from the Cooperative's headquarters, Member Services will be responsible for bill of sale, consumer information sheet, and collection of payment.

Poles, materials, or equipment shall be left standing or retired as the purchaser desires. If retired, the purchaser must remove the purchased items before the crew cleans up the site except for purchased items that are on the private property of the purchaser.

The Cooperative shall not provide any guarantee or warranty for items sold to members or other parties.