

POLICY NO. 300-010



COOS-CURRY ELECTRIC COOPERATIVE, INC.

RULES AND REGULATIONS

May 25, 2023

These are Coos-Curry Electric Cooperative's (CCEC) Rules and Regulations designed to supplement and clarify the application of rate schedules.

These Rules and Regulations are a part of the rate schedules and line extension policy and apply to CCEC and every Member to whom service is supplied; provided that in case of conflict between these Rules and Regulations and the provisions of any schedule, the provisions of such schedule shall govern as to service supplied thereunder.

DEFINITIONS:

1. Member, when used in the rate schedules, is the individual, partnership, association, organization, public or private corporation, government or governmental agency receiving or contracting for electric service.
2. Month, (unless calendar month is stated) is the approximate thirty-day period between billing meter read dates.
3. Electric Service is the availability of power and energy in the form and at the voltage specified in the service application or agreement, irrespective of whether electric energy is actually utilized.
4. Electric Load:
 - (A) Kilowatt hour (kWh) is the unit of energy or work equal to 1,000 Wh, the basic measure of electric energy use.
 - (B) Kilovolt ampere reactive hours (KVARh) is the unit of reactive energy equal to 1,000 VARh.

- (C) Connected Load is the combined input rating of the Member's energy consuming devices.
- (D) Demand is the average rate, over a fifteen-minute interval, that a customer requires delivery of power from the utility system. Power is equal to the product of voltage and current.
- (E) Power Factor (average): The formula for determining the Power Factor (average) (PF_{avg}) is as follows:

$$PF_{avg} = \frac{kWh}{\sqrt{(kWh)^2 + (kVARh)^2}}$$

SERVICE AND LIMITATIONS

1. Point of Delivery:
 - (A) The point where the Member's wires are joined to those of CCEC shall be the point of delivery unless otherwise specified in the service application or agreement.
 - (B) Where separate points of delivery exist for supplying service to a single Member, or separate meters are maintained for measurement of service to a single Member, the meter readings shall not be combined for purposes of measurement or application of the rate schedule.
 - (C) Service delivered at low voltage (600 volts or under) will be supplied from CCEC's distribution system to the Member's equipment.
 - (D) The Member's facilities shall be installed and maintained in accordance with the requirements of CCEC, the National Electrical Code, and any State and local laws, codes and/or ordinances.
2. Rates and Schedules Service supplied by CCEC shall be in accordance with the appropriate schedule in effect at the time service is supplied.
3. Supplying Service Service will be supplied under a given rate schedule only to such points of delivery as are adjacent to CCEC facilities, adequate and suitable as to capacity and voltage for the service desired and under the rate schedule applicable thereto. CCEC shall not be obligated to construct extension or install additional service facilities except under agreement between the Member and CCEC.

4. Limitation of Use:
 - (A) Electric service shall not be used by the Member for purposes other than those specified in the service application, and the Member shall not re-meter, sell, or permit others to use such service, except when expressly authorized to do so by the schedule under which the service is supplied.
 - (B) A Member shall not extend or connect their wiring or installation, or extend the use of electric service to other buildings or places of use, except that, where the service is used by the Member in the conduct of the same establishment and business, and is not re-metered, sold, or otherwise disposed of to others.
5. Point of Service The Member must furnish a point of attachment for CCEC's service facilities which will meet the National Electrical Code (NEC), CCEC's requirements and any state or local laws, codes or ordinances. The point of attachment furnished by the Member must be located at a point where CCEC's facilities can be constructed at a reasonable cost and in accordance with sound engineering practices as determined by CCEC. CCEC reserves the right to designate the location of the point of attachment and meter locations.
6. Easement The Member shall, without cost to CCEC, provide when necessary or incidental to the supplying of service to such Member, an easement for CCEC's lines and apparatus across and upon the property owned or controlled by the Member. The Member shall also permit safe routine access thereto by CCEC's employees at all reasonable hours as determined by CCEC and at any time necessary for emergency inspections or repairs.
7. Meter Installations CCEC will install and maintain meters to measure power and energy supplied to the Member for services that comply with 1.D of the Service and Limitations section of these Rules and Regulations. Member provisions for meter installation shall be made in conformance with CCEC specifications, the National Electrical Code, and applicable state or municipal requirements.
8. Measurement of Energy Except as otherwise specifically provided, all energy delivered by CCEC shall be paid for according to measurement by meters located at or near the point where the energy is delivered to the Member.
9. Demand Measurement The demand measurement for any billing period shall be the average power supplied during the 15-minute interval of maximum use during the billing cycle, as registered by instruments installed, owned, or maintained by CCEC.

10. Power Factor Adjustment The Member shall maintain unity power factor as nearly as practicable. Demand charges will be adjusted to correct for metered or calculated power factors lower than 97 percent and may be so adjusted for other Members when CCEC deems necessary. Such adjustments will be made by increasing the demand charges 1 percent for each 1 percent, or major fraction thereof, by which the power factor is less than 97 percent lagging.

11. Billing Adjustments for Metering Errors:

(A) When an under-billing or over-billing occurs, CCEC shall provide written notice to the Member detailing the circumstances, time period, amount of adjustment, and any refund. The Member will receive up to a maximum of 36 months refund due to any over-billing error. In the event the Member has been under-billed, CCEC will bill the corrected amount for the month in which the error was discovered and for all future billings.

(B) Any credits to Members' accounts are to have prior approval by the following individuals if the credit exceeds the stated usage time frame.

- i. General Manager/CEO if three (3) years usage.
- ii. CFO or Marketing and Member Services Manager if six (6) months usage.

In no event will refund amounts be approved without two authorized CCEC agent signatures, CCEC's Controller and one of CCEC's staff Members as set forth in paragraphs (A) or (B) above, as appropriate.

A monthly account adjustment report will be generated by the Billing Supervisor and reviewed by the CFO and Marketing and Member Services Manager.

12. Primary Service Discount Where service is taken at the primary distribution voltage and the consumer owns and maintains all equipment, the General Service energy and demand charges will be discounted 5 percent.

MISCELLANEOUS

1. Continuity of Electric Service, Curtailment and Interruption of Service CCEC does not guarantee uninterrupted electric service; however, CCEC will use reasonable diligence to provide uninterrupted service, unless otherwise specified in a service agreement or ordered by governmental authority. CCEC shall use reasonable diligence to supply service and will not be liable to the Member for curtailment, interruption, fluctuation, or failure of service, through

an act, delay, failure or omission caused directly or indirectly by fire, flood, accident or other casualty, sabotage, strike, litigation, action of any governmental authority, Acts of God, or other causes beyond CCEC's control.

2. Shutdown for Repairs In the operation and maintenance of its system, CCEC, for the purpose of making necessary repairs or changes in its transmission or distribution facilities or to avoid the possibility of damage to CCEC's property or to persons or property of others, may suspend delivery of service for such periods as may be necessary, and CCEC shall not be liable for any damage or claim of damage attributable to any temporary discontinuance of service from such causes.
3. Interference with Service CCEC reserves the right to refuse to supply loads of a character that may seriously impair service to any other Members or may disconnect existing service if it is seriously impairing service to any other Members.
4. Protection of Member's Equipment The Member is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring (other than CCEC's meters and apparatus) on the load side of the point of delivery. All motor installations shall include effective protection apparatus or have inherent construction within the motor to accomplish equivalent protection as follows:
 - (A) Overload and overcurrent protection for each motor by suitable thermal relays, fuses, or circuit interrupting devices automatically controlled to disconnect the motor from the line to protect it from damage caused by overheating. Installation of protection in each conductor connected to three-phase motors is recommended
 - (B) Open phase protection on all polyphase installations to disconnect motors from the line in the event of opening of one phase.
 - (C) Motors that cannot safely be subjected to full voltage at starting should be provided with a device to insure that, on failure of voltage such motors will be disconnected from the line. It is also recommended that such device be provided with a suitable time delay relay.
5. Allowable Motor Starting Current Single and three phase motor installations of greater than 10 horsepower must be evaluated by CCEC prior to connecting to CCEC's system. Installation approval will be based upon factors such as starting and running currents, line capacity and voltage drop.
6. Area Lights Replacement of yard or security lights will be at the convenience of CCEC. Where extensions of primary lines are necessary to serve area lights, the

total cost of such construction, including additional poles, shall be paid in advance by the Member.

Replacement or addition of public street lights will be performed according to existing franchise agreements.

Area lights that have been inactive for six (6) months may be retired at CCEC's discretion.

7. Dark Sky Work Work performed to comply with Dark Sky Ordinances or at the request of a Member must be performed by CCEC personnel. The total cost of any retrofitting of existing lights, including labor shall be paid in advance by the City or by the individual Member requesting the work, unless the work is covered by existing franchise agreements.
8. Inactive Service/Non-Metered Services Services and associated facilities that have been inactive for more than twenty-four (24) months may be retired at CCEC's discretion. To avoid service retirement, a Member must agree to pay the monthly minimum charge in accordance with the appropriate rate schedule for that class of service. Members paying the monthly minimum charge to avoid service retirement must continue to do so until the property is sold or the service is put into active use. Failure to pay the monthly minimum will result in retirement of the service and associated facilities.

Effective February 28, 2013, Members must maintain the point of delivery in accordance with 1.D of the Service and Limitations section of these Rules and Regulations and have a meter installed. Members with inactive, de-energized services with no meter authorized with the April 4, 2011 revision of this policy are hereby grandfathered.

Previous Revision 05/27/2021
 05/23/2019
 08/24/2017
 02/19/2015
 03/27/2014
 11/21/2013
 05/29/2013
 02/28/2013
 12/22/2011
 08/25/2011
 04/21/2011
 12/27/2010
 03/30/2007
 12/21/2005