



**BRUNSWICK ELECTRIC**  
MEMBERSHIP CORPORATION

# **Service Rules and Regulations**

**Revised January 1, 2023**



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These Service Rules and Regulations were adopted by the Board of Directors of Brunswick Electric Membership Corporation for the use of its employees and member-consumers to facilitate a uniform and orderly operation of the member-owned system. The Cooperative **Bylaws** are available upon request. **Policies and Schedules** referred to in this document are available upon request or online at [www.bemc.org](http://www.bemc.org).

## 100: Electric Service Availability

### 101 Application for Membership

The Service Agreement between the Cooperative and its member will consist of the following:

- Application for Membership and Electric Service authorized by telephone, electronic means, or in person by member after providing a Social Security Number (with any service charge, security deposit or contribution in aid of construction, if applicable); if no Social Security Number is provided, a maximum deposit amount will be applied.
- Agreement to participate in the Cooperative's Demand Side Management Programs when applicable;
- All necessary right-of-way easements;
- The Cooperative's Member Information document.

Neither the Membership nor the Service Agreement is transferrable or assignable. However, capital credits may be transferred to the Cooperative or to another member as provided by the Cooperatives Bylaws and policies.

When two or more rate schedules and/or addenda are available, the Cooperative will assist in the selection, but it is the member's right and responsibility to determine which to select. The Cooperative **Rate Schedules** are available upon request or online at [www.bemc.org](http://www.bemc.org).

### 102 Security Deposit

A security deposit not exceeding the estimated total as specified in the **Schedule of Fees and Charges** may 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, that terminates service at one location and begins like service at another location within the Cooperative's service area may 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 risk of a business enterprise, the reputation and history of the premises, or the credit rating, and the financial dependability of the member.

As an alternative, the Cooperative may accept:

- 1) An on-line utility exchange credit check for residential or business accounts. This will require a valid Social Security Number.
- 2) A commercial letter of credit for like business.
- 3) A co-signer (parent or guardian, a member of the Cooperative meeting the Cooperative's standard of a member in good standing).
- 4) Pre-paid Meter accounts cannot be a co-signer since prepay accounts may not reflect the current member.
- 5) The deposit will be refunded **without** interest, upon written/oral request after a period of **twenty-four (24)** consecutive months during which the member has fulfilled all member obligations as provided for in the Service Agreement. The deposit refund may be in the form of a check or applied against any unpaid balance owed to the Cooperative.

A deposit may be required at any time if the member payment record falls below that of a member in good standing.

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

### 103 Area Coverage and Line Facilities

Brunswick EMC will provide services as specified in our **Service Rules and Regulations** for Utility Line Construction, Temporary Services and Outdoor Lighting.

### 104 Metering Facilities

The Cooperative provides and installs the meter. The Cooperative's standard meter is an AMI or "Advanced Meter". Members wishing not to be served by the standard meter may choose the Advanced Meter Opt-Out option. For members choosing this option, the Cooperative will at its sole discretion determine if the member is metered with a solid-state meter without the AMI module installed or an electro-mechanical meter. The following rates will apply to the Advanced Meter Opt-Out option:

- One-Time Meter Change-Out Fee                      \$75.00
- Trip Charge for Monthly Meter Read - Standard service charge per Fee Schedule

The member provides and installs an approved meter base and certain connection facilities to the meter base unless however, the member participates with the Cooperative in special metering circumstances such as primary and metering.

The meter base location shall be determined by the Cooperative **at an outside location** easily accessible to the Cooperative's authorized personnel or agents.

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 in accordance with local government requirements.

Regardless of ownership of the facilities, the Cooperative will have the right, at its option, and at its own expense, to place demand meters, voltmeters, locking devices, remotely controlled disconnects, or other instruments on the premises of the member for the purpose of reading remotely, monitoring and maintaining the member's service.

## 200: Conditions of Service

### 201 General Conditions

The Cooperative shall supply electrical service to all locations based upon, **The Work Plan**, **Cost-of-Service**, and **Service Rules & Regulations** after all of the following conditions are met:

- The member complies with all aspects of the **Service Agreement** and agrees to be bound by the Cooperative's **Articles of Incorporation** and **Bylaws**.
- The member agrees to furnish without cost to the Cooperative all necessary distribution easements and rights-of-way. Any member-consumer receiving services from the Cooperative, must upon request, execute and deliver to the Cooperative grants of easement or rights-of-way over and on such lands owned by the member-consumer, and in accordance with such reasonable terms and conditions as are required for the furnishing of electric service for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.
- The member agrees to have all streets, alleys, established lots and driveway entrances established before installation or extension of electrical service begins.
- The member agrees that the Cooperative's authorized employees or agents will have right of access to members' 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 served by the Cooperative.
- Provision of service in no way conflicts with public authorities.
- All member wiring and equipment has met the requirements of the National Electrical Code and that of the Cooperative, in addition to the specifications of any local authorities having jurisdiction. Proof of inspections, required to meet local and state governmental standards of the premises wiring, has been made available by the member.
- The member has not connected, and agrees not to connect in the future, any motor, generator, 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, or the safety of Cooperative employees or public.
- 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 with 10 horsepower or greater starting across the line. Motors in excess of 10 horsepower will require part wind starting.

- It will be the member's responsibility to notify the Cooperative of such applications.
- The member agrees to be responsible for notifying the Cooperative of any additions to or changes in the member's equipment, which might affect the quality of service or might increase the member's demand.
- 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 with proper equipment to assure that the quality of service to present member and other members will not be affected. All work will be installed in accordance with the Cooperative's **Rate Schedule** and **Service Rules and Regulations**.
- The Cooperative cannot guarantee continuous electrical service. In the event of an electrical outage or impending storm, the Cooperative advises anyone requiring life-sustaining equipment or with extreme medical situations requiring electricity to make alternative arrangements.

## 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 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, installation, or wiring of equipment. To avoid misunderstanding, this information should be communicated to the Cooperative.

The service voltages described below are nominal, and variations permitted will not be less than 114 volts or more than 126 volts on a 120-volt basis. The following service voltages and the basic offering of voltages to the membership:

- Single Phase, 120/240 volts or,
- Three Phase, four wire, 208Y/120 volts, 480/277 volts, 12,470Y/7200 volts, or
- Three Phase, three wire, 240, 480 volts, or
- Three Phase voltage other than the foregoing, subject to mutual agreement between the Cooperative and the member-consumer in writing.

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:

- Action of the elements,
- Service interruptions,
- Temporary separation of parts of the system from the main system,
- Infrequent fluctuations of short duration,
- Voltage control for load management purposes,
- Addition of member equipment without proper notification to the Cooperative,
- Emergency operations,

- The operation of the member's equipment or,
- Other causes beyond the control of the Cooperative.

### 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, belongings, real property, business losses or consequential damages caused by any failure to supply electric service or by any interruption, if such is due to any cause beyond the reasonable control of the Cooperative.

Such causes include, but are not limited to:

- An emergency action due to an adverse 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 electric service to some consumers or areas, for the following reasons:
  - in order to limit the extent or damage of the adverse condition or disturbance,
  - to prevent damage to generating or transmission facilities,
  - to expedite restoration of service,
  - to affect a reduction in service to compensate for an emergency condition on an interconnected system.
- An act of God, or the public enemy, or riot, civil disorder, fire, earthquake, or an order from federal, state, municipal, county or other public authority.
- 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 consumers' 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.

### 201 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 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 system. In underground installations and developments, all trees and shrubbery will be located a minimum of ten feet from the front of the facilities and four feet on the sides and back, to ensure the safe operation and maintenance of our system.

Right-of-way maintenance for overhead service drops shall be the responsibility of the member. However, assistance by temporarily removing the service shall be made available upon request.

### 205 Power Factor

The member will at all times maintain a power factor at the point of delivery (the delivery point being the weatherhead on an overhead service and the source lugs in the meter pan on an underground service) as close to unity (1.0) as practicable.

Where the overall power factor of the member's load is less than 90 percent (90%) lagging on peak or 90 percent (90%) leading off peak, the Cooperative may require the member to install at the member's expense, equipment to correct the power factor.

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; i.e. Interconnection Agreement.

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 without express written permission of the Cooperative. The member will install all protective devices specified in the **National Electric Code**, as applicable.

If parallel operation has not been approved by the Cooperative, a UL approved double throw switch will be used to prevent possible injury to the Cooperative's personnel and equipment by making it impossible for electricity to feed back into the Cooperative's system from the emergency generator.

All work must meet all local and state requirements and inspections.

### 207 Qualifying Facilities and Independent Power Producers

The Cooperative is required to comply with the **Public Utility Regulatory Policies Act of 1978 (PURPA)**, and the **Energy Policy Act of 2005 (EPA2005)**, along with rules and regulations promulgated under **PURPA** and **EPA2005** as they relate to qualifying facilities (QF) or distributed generation (DG).

Any owner/operator desiring to interconnect with and sell electric demand and energy to the Cooperative shall notify the Cooperative in writing and complete the necessary application. Any generator must comply with the **NESC, NEC, and IEEE** standards.

Any contracts for the sale of electric energy and demand from a QF or DG will be made between the owner/operator and the Cooperative.

### 208 Facilities Relocation

Under most circumstances, the Cooperative will, upon request, raise or lower lines in compliance with **NESC (National Electric Safety Code)** 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 equipment. In addition, 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 investigate, render advice and lend assistance needed for all reasonable requests of the member pertaining to the member account, usage bill, load management equipment, and energy conservation measures.

### 210 Idle Services

Any service that has been disconnected for a period longer than one year will be classified as abandoned and considered an Idle Service. BEMC will mail a letter to the member providing the option to continue paying a minimum monthly charge or to have the Idle Service removed. The minimum monthly charge will be equal to one-half of the base facilities charge for the rate schedule associated with the Idle Service. If no response is received, the Idle Service equipment will be removed by the Cooperative and no further notification will be sent to the member. Members electing to maintain an Idle Service and pay the related fee will be required to provide a certificate of reliability and compliance from a State of North Carolina licensed electrician every two years.

## **300: Billing**

### 301 Responsibilities to Read Meter

Meters will be read by authorized personnel or by an Automated Meter Reading system and bills rendered by the Cooperative.

When a meter cannot be read on or about the scheduled date, the meter reading and corresponding use for the period will be estimated based on prior usage. Accounts billed on an estimated basis will be adjusted as necessary when actual readings are obtained.

### 302 Due Dates and Collections

The Cooperative has continuous billing and collection cycles, which are determined by the account number of the member.

Bills are due and payable upon receipt and are considered delinquent if payment is not received by the due date. Failure to receive a bill does not exempt a member from payment. A duplicate bill may be obtained at any of the Cooperative offices or online.

### 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 of the member's accounts with an unpaid balance. 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 Bill In Dispute

Failure to receive a bill does not exempt a member from payment. A duplicate bill may be obtained from the Cooperative or online. Neither a dispute concerning the amount of a bill nor a claim or demand 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 Method of Payment

The Cooperative makes several payment methods available. Payments may be made:

- ***In person, at any office of the Cooperative***
- ***In the after-hours deposit facility, at any office of the Cooperative (check or money order only)***
- ***By mail (check or money order only)***
- ***At any BPT (Bill Payment Terminal)***
- ***By Handi-Pay (automatic draft of bank account or credit card)***
- ***By automated telephone system with credit card or debit card***
- ***On-line, by e-payment***
- ***Prepaid meter program***

**Budget Billing** is available upon request for members who desire equalized payments throughout the year based on qualifications. (Qualifications – member must own home, must have had service at that said location for 12 months prior, and BEMC credit rating must be no higher than 3).

The Cooperative will accept Visa, Master Card, Discover, or American Express for payment of goods, services.

### 306 Returned Checks

Any member whose check for payment of service is returned for insufficient funds, the Cooperative will resubmit that returned check up to two (2) times immediately to the bank, and a returned check fee will be added to the member's account. Such charges will be up to the maximum allowed by North Carolina law **§GS 25-3-572**.

For any other reason a check is returned, on the first return, a letter will be mailed informing member that check will need to be paid within seven (7) days or service charge will be applicable to delinquent bills.

If the Cooperative receives more than two such checks from a member in the previous **12-month period**, the Cooperative may refuse to accept further checks from that member for a period of six (6) months.

### 307 Corrections for 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. Payments to the Cooperative may be made in installments.

**If the interval during which the error occurred cannot be determined, then the billing adjustment will be based on an appropriate estimation of usage and/or demand for a given period of time, not to exceed five (5) months.**

When a meter stops or fails to register correctly, or if the calibration is found to be in error of more than plus or minus **two percent (2%)**, the member's account will be adjusted accordingly. The Cooperative will periodically test and inspect its meters.

A member may request that a meter be tested. A report will be supplied to the member within a reasonable time after the completion of the test. A meter test charge, as specified in the **Schedule of Fees and Charges** will be imposed and refunded if the meter is found to be in error in excess of plus or minus **two percent (2%)**.

### 308 Credit

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

- 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 final collection of the bill; or
- When the member involved establishes to the satisfaction of the Cooperative final collection of the bill; or 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.

### 309 Unavoidable Cessation of Service by Member

A complete stoppage of service may be caused by events such as the member's premises being destroyed by fire, natural disaster or other cause beyond the member's control. If the member submits written notice to the Cooperative within thirty (30) days after the event, advising that the member intends to resume service as soon as possible, then any base charge, or guarantee incurred after the stoppage of service for which the member will be liable will be waived by the Cooperative during the period of stoppage. Otherwise, the agreement for service will immediately terminate.

## 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 non-compliance 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 meters or other facilities on the premises.

The member will be charged a service fee for those circumstances described below as specified in the **Schedule of Fees and Charges**.

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

- Discovery of meter or load management equipment tampering or diversion of current;
- Use of power for unlawful, unauthorized or fraudulent reasons;
- By order of public authority;
- Discovery of an electrical condition determined by the Cooperative to be potentially dangerous and imminently hazardous to life or property of the Cooperative or the public;
- For repairs, emergency operations, unavoidable shortages, interruption in the Cooperative's supply source;
- Introduction of foreign electricity on the premises without prior written consent;
- If member repeatedly prevents access to Cooperative facilities located on the member's property;
- 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 Reconnection of Service by Cooperative

After the disconnection of electric service by the Cooperative for reasons listed in the previous sections, service may be reconnected under the following conditions:

- The conditions causing the disconnection are corrected;
- 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;
- 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 an occupant of the member's household until the infraction is corrected, credit is re-established by the member and all applicable accounts have been paid;

- The member has agreed to comply with reasonable requirements to protect the Cooperative against further infractions;
- A reconnection fee and/or any other applicable service charges and security deposits, as specified in the **Schedule of Fees and Charges**, have been paid.

For any meter disconnected and reconnected for the same member at the same location, a reconnection fee as specified in the **Schedule of Fees and Charges** is required if reconnected within thirty (30) days. If the time between the disconnect date and the reconnect date is greater than thirty (30) days, the charges will be the reconnection fee as specified in the **Schedule of Fees and Charges**, plus a facilities charge for each month, or major portion thereof, that the meter remains disconnected, up to a maximum of nine (9) months.

#### 403 Termination of Service by Member

For termination of service, the member should give a minimum of two working days 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:

- Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with the membership obligation, all as of the effective date of withdrawal; and
- Removal to other premises not furnished service by the Cooperative, and

Upon such withdrawal, the member will receive a refund of the balance of any service security deposit held by the Cooperative after being applied to the member's final bill.

### **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 making and revising these **Service Rules and Regulations**.

These **Service Rules and Regulations** and **Rate Schedules** are on file in the Cooperative's headquarters office or online at [www.bemc.org](http://www.bemc.org), 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 **Service 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** of these **Service Rules and Regulations**, the **Rate Schedule** will prevail.

These **Service Rules and Regulations**, **Rate Schedules** and any changes will be filed with the **North Carolina Rural Electrification Authority (NCREA)** and, additional, pursuant to North Carolina law §GS62-138 (f), with the **North Carolina Utilities Commission**.

### 502 Responsibilities of Member and Cooperative

Electric service 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 these **Service Rules and Regulations**.

The Cooperative will not be liable for loss or damage to any person, property, business losses or consequential damages whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric service after it passes the **Point of Delivery**, or for any loss or damage resulting from the presence, character, condition of the wires, equipment of the member, 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 electric service, 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, other 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 electric service beyond the delivery point, **except as it might apply to the use of demand side management devices, load research devices and prepaid display boxes**.

All meters, service connections and other equipment furnished by the Cooperative will be, and will remain, the property of the Cooperative. The member will not interfere with, alter the Cooperative's meters, seals, other property, or permit the same to be done by anybody other than the Cooperative's authorized agent or employee. Damages to the Cooperative's property will be billed to the member.

No person or organization will install or attach any wire, sign(s), other material or equipment to any of the Cooperative's poles, conductors, or other fixtures, without 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 Procedure

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. File a complaint at the local Cooperative office and allow reasonable time for investigation, advice, and action. If the results are not satisfactory, then:
- B. File a complaint with the Cooperative's CEO, providing information and results from the initial complaint and/or naming local Cooperative personnel who handled the complaint. Allow reasonable time for the CEO to act. If the results are still not satisfactory, then:

- C. File a complaint with the **North Carolina Rural Electrification Authority (NCREA)** in Raleigh, North Carolina, 430 North Salisbury Street, Dobbs Building, Raleigh, North Carolina 27611 (919-733-7513). Allow reasonable time for the NCREA to act, then:
- D. If results are still not satisfactory, file a written complaint with the Cooperative's 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.

## DEFINITIONS

**Applicant** – A member or prospective member who has applied for service.

**Area Coverage** – The public policy of obligating the Cooperative to provide service on a nondiscriminatory basis to all persons and entities desiring electrical service within a service territory assigned to the Cooperative.

**Billing Period** – The time between two successive, scheduled meter readings.

**Capital Credits** – The amounts of the Cooperative's net margins allocated to individual members and returned on a periodic basis as determined by the Board of Directors.

**Clean and Maintained right-of-way** – Right-of-way area that is regularly maintained free of logs and brush.

**Cooperative** – Brunswick Electric Membership Corporation.

**Conservation** - The practice of efficiently and effectively using electric generating and transmitting facilities while avoiding wasteful consumption of electrical energy.

**Delinquent Bill** – A bill for which payment is not received in the office by two full working days after the billing due date.

**Electric Service** – The Cooperative's legally imposed duty of supplying to an established point of delivery energy service in the form of an alternating current of frequency at nominal 60 cycles per second and of various nominal voltages.

**Foreign Electricity** – Any electricity used by the member that is obtained from a source other than the Cooperative. This includes, but is not limited to, power obtained from other power suppliers and customer-owned generators.

**Member** - Any person or legal entity that has applied for and been accepted into membership of the Cooperative for receiving electric service.

**Member in Good Standing** –

(A) Shall have had electric service with the Cooperative at least two years;

(B) Shall not have more than three (3) late payments in the most current twelve months or six (6) in the past twenty-four months;

(C) Shall not have been cut-off for non-payment in past twenty-four months; (**EXCEPTION: Reasonable “no fault” explanation**);

(D) Shall not have had a returned check to the Cooperative within the past twenty-four months;

(E) Shall not have filed and been liquidated in bankruptcy in the past five (5) years;

(F) Shall have no violations of meter tampering.

**Meter Tampering** – 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 electric service supplied to the member. (This is a misdemeanor under law and subject to penalty and affects the status of member in good standing.)

**NCEMC** – North Carolina Electric Membership Corporation located in Raleigh, North Carolina is the wholesale supplier for most of the state's member cooperatives. NCEMC is a cooperative owned by the 26 cooperatives in the same manner that the members receiving retail electric service from the cooperatives own the cooperatives.

**Person 65 Years or Older or Disabled** – The Cooperative accepts the certification of the local county social services department as applied to the Energy Crisis Assistance Program.

## **DEFINITIONS, continued**

**Point of Delivery** – The point at which ownership of the electric service is transferred from the seller to the buyer. The Point of Delivery will be, unless otherwise specified, where the Cooperative's wiring system terminates in the delivery of electric service to the member's wiring system. On overhead services the Point of Delivery will be the weatherhead, and on underground services the Point of Delivery will be the line side of the meter base; however, the member may be required to provide and maintain certain facilities between the Cooperative's facilities and the meter.

**Service Voltage** - The voltage at the point where the electric systems of the supplier and the user are connected (Point of Delivery). The Service Voltage is usually measured at the service meter base or entrance switch and allowable variations are usually expressed on a 120-volt base.

**Standard Service Connection** - Unless otherwise stated or agreed to by the Cooperative, the standard service connection will be single phase, 60 cycles per second electric service provided to the Point of Delivery at the Cooperative's standard supply voltages.

## STATEMENT OF NONDISCRIMINATION

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).