

EASTERN ILLINI ELECTRIC COOPERATIVE

REGULATION NO. 5

SUBJECT: Member/Owner's Responsibility

REGULATION:

I. Nature of Service

The Cooperative's responsibility extends only to the supplying of service at the point of delivery. The member/owner is warned of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment or use and maintenance of electric appliances, fixtures, devices, apparatus, and appurtenances. The member/owner is advised to allow only experienced and capable electricians to install or make any change, alteration, additions or repairs to any part of the member/owner's installation.

II. Damage to Member/Owner's Facilities

The Cooperative shall not pay its member/owners for any damages to the member/owner's equipment occasioned by any changes of phasing or voltage in the operation of the lines of the Cooperative, unless such damage is due to the negligence of the Cooperative.

III. Member/Owner's Liability

The member/owner shall assume full responsibility for electricity upon the subject premises at and from the point of delivery thereof, and for the wires, apparatus, devices, and appurtenances thereon used in connection with the service. The member/owner shall indemnify, save harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of electricity by the member/owner at or on the member/owner's side of point of delivery.

IV. Changes in Member/Owner's Wiring and Equipment

All equipment supplied by the Cooperative for the use of each member/owner has a definite and limited capacity and, therefore, it shall be the responsibility of the member/owner to notify the Cooperative in writing before any change is made in the load characteristics or change of purpose, or of the location of the member/owner's installation. Failure to give such notice shall render the member/owner liable for any damage to meters or accessories, transformers, or wires of the Cooperative caused by the additional or changed installation.

V. Protection by Member/Owner

The member/owner shall protect the equipment of the Cooperative on the member/owner's premises and shall not interfere with, alter, or permit interference with or alteration of the Cooperative's meters or other property, except by duly authorized representatives of the Cooperative.

For any loss or damage to the property of the Cooperative due to, caused by, or arising from a fire or from carelessness, neglect or misuse by the member/owner or other unauthorized persons, the cost of the necessary replacement and repair shall be paid by the member/owner.

VI. Tampering

Any alteration, removal or bypassing of Cooperative metering or service equipment or interfering with the proper working thereof or any other action that results in the under-recording of electric power and energy or falsification of meter readings, hereinafter called tampering, caused by whomsoever, is prohibited.

A meter seal shall not be broken by anyone other than a Cooperative employee or authorized agent; provided, however, the Cooperative may give its consent to seal breaking by an approved electrician employed by a member/owner when deemed necessary by the Cooperative when a request for such action has been made in advance and a reseal order was simultaneously initiated.

In instances of tampering, the Cooperative shall charge a deposit (See Regulation No. 3 – Deposits), bill the member/owner a tampering fee plus labor required to inspect the meter installation and/or gather information as specified in Regulation No. 21, Rates and Fees. Also, the Cooperative shall charge the member/owner for all such power and energy not recorded on the meter as the result of such tampering, interfering or service diversion, for such repairs and/or replacements of Cooperative equipment as are necessary, and for all other expenses incurred by the Cooperative as the result of such acts. The amount of the unrecorded power and energy will be estimated on the basis of a meter test, consumption records or other available data.

The charges for such tampering shall be mailed to the member/owner who is responsible for the account where the tampering was found. Such bill will be due and payable within 10 calendar days from the date of mailing. Failure to pay such bill will be grounds for disconnecting the electric service for the subject account until such time as complete and full restitution is received by the Cooperative.

If unauthorized use of service is accomplished through tampering at a previously disconnected account, the Cooperative will disconnect the account immediately and applicable charges shall apply. (See Regulation No. 21)

In the event of a repeat offense, the member/owner's electric service shall be subject to immediate disconnection until such time as restitution is received by the Cooperative. Additional charges shall apply. (See Regulation No. 21 and Regulation No. 3)

VII. Rate

All member/owners taking electric service from the Cooperative will be assigned to a general service rate schedule according to the definitions in the Availability Section of either the Single-Phase, Three-Phase, or General Power Service Rate Schedules. It shall be the member/owner's sole responsibility to initiate any request and make application for any of the Cooperative's "optional" retail rates.

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