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**ELECTRICAL  
S E R V I C E  
REGULATIONS**

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# VOG SERVICE REGULATIONS

## A. INTRODUCTION AND DEFINITIONS

### A.1. INTRODUCTION

Village Of Greenwood (VOG) is proud to be able to serve your electric energy needs. For over 75 years, VOG has provided reliable, low-cost, efficient electric energy to Village of Greenwood.

The VOG Administrative Board has officially adopted these Service Regulations to ensure VOG meets your electric energy expectations and fully informs you of what is required of VOG and of you to receive electric service. These Service Regulations will guide both you and VOG staff in Customer interactions from the inception of an idea to locate a business or residence in the VOG Service Area throughout the time you are a Customer of VOG. During this relationship, VOG will strive to provide you reliable, low-cost, efficient electric energy and will work to meet the needs of your business and residence in a fair and non-discriminatory manner.

These Service Regulations may be revised, amended, superseded, or repealed at any time by the VOG Administrative Board. Where applicable within these Service Regulations, reference will be made to additional VOG documentation that provides more detailed information. Where there is conflict, an agreement or contract for electric service, the Rate Schedules or an VOG Administrative Board resolution will supersede the Service Regulations.

### A.2. DEFINITIONS

The following defined terms are used throughout these Service Regulations. Unless otherwise indicated, the terms defined in this section have the meanings assigned.

***Aid-to-Construction*** – A payment required from the Customer to VOG involving a portion of construction costs. Such payment does not entitle the Customer to a right of ownership of VOG equipment or facilities. The amount and manner of payment of the Aid-to-Construction cost will be determined by VOG.

***Authority Having Jurisdiction*** – Defined in the National Electrical Code as an organization, office or individual responsible for enforcing the requirements of a code or standard or for approving equipment, materials, an installation, or a procedure.

***Billing Period*** – Bills for metered service are rendered based on the scheduled Meter reading dates or a date agreeable with VOG for final readings. Under normal conditions, Billing Periods typically range from 27 to 35 days unless otherwise stated in the VOG Rate Schedule. Billing Periods for non-metered services are based on a monthly schedule set by VOG.

***Customer*** – Any person or entity requesting and/or receiving service from VOG.

**Customer-Owned Generation** – Any equipment or device that produces electric energy and is owned and operated by a Customer or entity within the VOG Service Area.

**Meter** – The device or devices, including all auxiliary equipment necessary to measure and register an electrical quantity (energy, demand and reactive power), that is supplied by VOG to a Customer at a Point of Delivery.

**Point of Delivery** – The point where VOG supplies service to a Customer. Unless otherwise agreed upon between VOG and the Customer, the Point of Delivery is the point where the VOG Service Wires are joined to the Customer's service terminals or conductor. For flat rate underground secondary service without a Meter, the Customer-owned disconnecting means/overcurrent protective device will be the Point of Delivery with the exception of public traffic signal service. For underground secondary service, the Meter socket and/or the Customer's current transformer (CT) cabinet will be the Point of Delivery.

**Property Owner** – Any person, partnership, association, firm, corporation (public or private) or government agency holding title to, and represented by that title, as having all rights and privileges of the property described in the title.

**Qualifying Facilities** – Defined by the Public Utility Regulatory Policies Act (PURPA) as cogeneration and small power production facilities.

**Rate Code** – A designation assigned to every electric service account, based on size and type of service, which determines the applicable Rate Schedule for Customer bills. VOG assigns Customers to the appropriate Rate Code.

**Rate Schedules** – The document that defines the rates, charges and rules that apply to VOG Customers. Rate Schedules are approved by the VOG Administrative Board.

**Service Area** – The area within which the Nebraska Power Review Board has authorized VOG to exclusively provide retail service.

**Service Drop** – For overhead conductors, the Service Drop is the Service Wires extending from the last pole or other aerial support, including splices, if any, connecting to the Point of Delivery at the Customer's building or other structure. For underground conductors, the Service Drop is the Service Wires between the pedestal, transformer, riser pole or other last point of supply and the first point of connection to the Service Entrance conductors in a terminal box, Meter or other enclosure inside or outside of a building.

**Service Entrance** – The single Point of Delivery through which VOG delivers electricity. The Service Entrance includes the necessary equipment, usually consisting of a circuit breaker(s) or switch(es), fuse(s) and Meter socket(s) and accessories, connected to the load end of service conductors to a building or other structure, or otherwise designated area, and intended to constitute the main control and cutoff of supply.

**Service Wires** – The VOG lines connecting the VOG distribution system to a Customer's Point of Delivery.

## **B. SERVICE REGULATIONS – GENERAL**

## **B.1. GENERAL GUIDELINES**

The following describes the overall guidelines for the day-to-day operation of VOG Electrical Utility.

### **B.1.1. Duty to Provide Service to All**

VOG, as a publicly-owned municipal electric utility, has a duty to provide electric service to every location in the VOG Service Area where VOG service requirements and standards are met for purposes of interconnection.

### **B.1.2. Cost of Service Rate Design**

VOG rates are developed and implemented based on the principle of cost of service. Rates shall be adjusted as required by VOG Administrative Board. VOG will measure and charge for all electricity usage, with minor exceptions (see Section B.2.7.6. – Non-Metered Services), as noted within these Service Regulations and in the Rate Schedules.

### **B.1.3. System Disturbances and Service Disruptions**

VOG does not guarantee uninterrupted service, is not liable for service interruptions that may occur and is not responsible for any loss or damages caused by, but not limited to:

- 1) Failure of service or damages to a Customer's property due to or as a result of, but not limited to, fire, strike, riot, flood, lightning, storm, forced curtailments, civil disturbance, war, cyber-attacks, acts of terrorism, animals, vehicle accidents, construction work, action of a public authority, failure of equipment on VOG lines, pandemic and other unforeseeable events;
- 2) Interruptions of service for repairs, alterations or inability of VOG to obtain power in a reasonable and economical manner;
- 3) Disconnection of electric service initiated by VOG, with or without notice, for legal and justifiable reasons as set forth in the Disconnection of Electric Service provisions contained within these Service Regulations (see Section B.7.1. – Disconnection of Electric Service);
- 4) Actions or omissions of VOG employees, contractors/vendors or agents that result in a disturbance or disruption of service, including change of phase rotation or discontinuity of three-phase current.

When VOG determines the operation of the Customer's equipment has or will result in (a) disturbances, (b) load ramp rates in excess of specified limits, or (c) costs to VOG not otherwise recovered through established rates, VOG will require the Customer to take corrective action, as approved by VOG, to resolve the issues or pay the costs incurred by VOG as a result of these issues. VOG may immediately disconnect service if issues are disrupting VOG operation or if the

Customer has not taken corrective actions within an appropriate timeframe as determined by VOG (see Section B.7.1. – Disconnection of Electric Service).

The Customer is responsible for providing any devices necessary to protect the Customer's equipment from loss or damage due to VOG disturbances.

The Customer is responsible for the installation, operation, maintenance, replacement and renewal expenses of all Customer-owned equipment. The Customer is also responsible for loss or damage to the Customer-owned equipment caused by the Customer-owned equipment's failure or disturbances. Appendix A provides an example of a typical residential scenario depicting VOG-owned and maintained equipment and Customer-owned and maintained equipment.

#### **B.1.4. Service Response**

VOG strives to meet all Customer needs in a timely manner. However, VOG will not complete any electrical interconnection until all required conditions have been met. These conditions may include, but are not limited to, obtaining the proper inspections, approvals and easements; making payments for Aid-to-Construction; obtaining approval from other jurisdictional entities to authorize requested electrical services; or acquiring special electrical equipment.

#### **B.1.5. Illegal or Prohibited Acts**

##### **B.1.5.1. Meter Tampering**

Tampering with, bypassing, or in any way altering, damaging, misusing or interfering with an VOG Meter is prohibited by law. The discovery of a Customer tampering with, bypassing or otherwise misusing an VOG Meter will result in the immediate disconnection of electric service without notice to the Customer (see Section B.7.1. – Disconnection of Electric Service). VOG will bill the Customer for expenses incurred due to the tampering, bypassing or unauthorized metering, as well as costs associated with disconnection, reconnection, service calls, equipment, investigations and any legal actions including damages and reasonable attorney's fees. Additionally, a Meter tampering fee will be assessed (see Section B.4.3.7. – Meter Tampering Fee). Meter tampering and bypassing is illegal under state law and VOG may advise appropriate authorities.

##### **B.1.5.2. Data Transmission on the Distribution System**

Third-party use of VOG electric power lines for the purposes of data transmission, control and communication is prohibited. The discovery of a Customer misusing VOG electric power lines will result in the immediate disconnection of electric service without notice to the Customer (see Section B.7.1. – Disconnection of Electric Service).

##### **B.1.5.3. Unauthorized Distributed Generation**

Unauthorized grid-connected Customer-owned distributed generation is prohibited. All grid-connected Customer-Owned Generation including, but not limited to, emergency or standby generation and net-metered solar generation, must go through any required submission and approval process of VOG and the Authority Having Jurisdiction. See Section C.1. – Customer-Owned Generation for information on interconnection of Qualifying Facilities and non-qualifying facilities.

#### **B.1.6. Damage or Injury caused by VOG Contractors or Vendors**

VOG is not responsible for property damage or bodily injury or loss caused by the acts of omissions of its contractors or vendors. Claims for damage, injury or loss caused by contractors and vendors should be made directly to the respective contractor or vendor.

### **B.2. CONNECTING TO VOG**

Customers should contact VOG as soon as it is known that a connection for electric service is going to be required. Providing VOG with the specifics of the planned project and timing needs will allow VOG to obtain the necessary equipment and properly schedule the work. An additional benefit of early contact with VOG is that it provides VOG the opportunity to advise Customers on all aspects of the planned service connection, including determining availability of service and the equipment to be used, available phase and voltage for the electric service, Service Entrance specifications, Meter locations and costs for any required Aid-to-Construction.

#### **B.2.1. Customer Requirements for Service Connection**

##### **B.2.1.1. Application for Electrical Permit**

***\*\*\* Before a service connection to VOG electrical utility can be made, the Customer OR Nebraska State Licensed electrical contractor must submit an Application for Electrical Permit via Nebraska State Electrical Division website:***

<https://www.nebraska.gov/sed/permits>

***\*\*\* It is the Customer's responsibility to submit a copy of the application to VOG or verify that the Authority Having Jurisdiction has submitted a copy of the application to VOG.***

**The Application for Electrical Permit is required for new service connections and wire replacements or upgrades involving any VOG metering and/or service work. For information regarding how a Customer can put an existing service connection in their name, see Section B.3. – VOG Customer Services.**

#### **B.2.1.2. Required Notice Period**

VOG must receive notice of an Application for Electrical Permit according to the timeframes listed below. If adequate time is not given, the interconnection date is subject to availability of equipment and VOG' work schedule.

- **200 Amps or Less, Secondary Voltage (600 Volts or Less)**
  - 14 calendar days before final inspection if primary distribution facilities are in place
  - 45 calendar days before final inspection if primary distribution facilities must be extended
- **Between 201 and 1,000 Amps, Secondary Voltage (600 Volts or Less)**
  - 45 calendar days before final inspection
- **Greater Than 1,000 Amps (600 Volts or Less)**
  - As much advance notice as possible (six months or more may be required)

#### **B.2.1.3. Disconnecting Means and Overcurrent Protective Devices**

Each service must have a disconnecting means and overcurrent protective device(s) for service less than 600 volts. These may be one device.

#### **B.2.1.4. Additional Requirements**

VOG will make the service connection as soon as practical after final inspection notice from the Authority Having Jurisdiction, provided certain requirements are met. These include, but are not limited to, the requirements listed below.

- VOG has received the Application for Electrical Permit with complete and accurate data according to the timeframe noted within these Service Regulations.
- All easements (if required) have been obtained and provided to VOG.
- Final grade is established.
- Lot pins are in place.
- All obstacles have been removed to provide unobstructed access to the Service Entrance.

- Conduit (if required) is in place.
- A transformer pad (if required) and any other required items are in place.
- Aid-to-Construction payments (if required) have been received.

### **B.2.2. VOG Service Voltages**

VOG provides service voltage extensions of 60 Hertz alternating current under the appropriate load conditions and availability as follows:

- From overhead secondary distribution lines:
  - 120 volts, single-phase, two wire
  - 120/208 volts, single-phase, three wire
  - 120/240 volts, single-phase, three wire
  - 120/240 volts, three-phase, four wire
  - 120/208 volts, three-phase, four wire
  - 277/480 volts, three-phase, four wire
- From underground secondary distribution lines:
  - 120 volts, single-phase, two wire
  - 120/208 volts, single-phase, three wire
  - 120/240 volts, single-phase, three wire
  - 120/208 volts, three-phase, four wire
  - 277/480 volts, three-phase, four wire

If a service connection at a voltage other than those listed above is required, contact VOG to determine if other voltages can be made available for appropriate loads. VOG will provide dual primary service in certain situations. Contact VOG for more information.

### **B.2.3. Rate Code Assignment**

All VOG Customers are assigned a Rate Code based on the size and type of the installed service. This assignment is made when VOG receives and processes the Application for Electrical Permit prior to Meter installation. The assigned Rate Code may be changed at a later date if an error in Rate Code assignment is identified or when usage and/or load characteristics change. In the event a Customer's usage

is determined to be different than initially determined, the Customer will be assigned a new Rate Code. Contact Village Clerk for current rates.

#### **B.2.4. Easements**

Customers, without expense to VOG, must provide VOG with any required easements on their property. VOG will not be required to install service connections until all necessary easements have been provided. VOG may disconnect an existing service if necessary easements have not been granted (see Section B.7.1. – Disconnection of Electric Service).

Easement documents are filed within the office of the Cass County Register of Deeds. VOG will coordinate with other utilities and entities such as cable or communications companies for any necessary inclusion within an easement to the extent that the needs are known and consistent with VOG needs.

#### **B.2.5. Service Entrance**

Permanent single-phase or three-phase extensions will normally be built in the most direct route from the nearest source of supply to one Service Entrance location. Multiple points of service are not standard and, if permitted, may require an Aid-to-Construction. If one location has more than one Point of Delivery, the electrical use will be measured by the Meter at each point and each will be considered a separate service. Customer-owned equipment that can transfer load between separately metered services will not be allowed unless approved by VOG for services at the same location and on the same Rate Code.

If the Service Entrance is installed without regard to the location of VOG facilities and the Service Entrance equipment could have been planned for and installed closer to VOG facilities, an Aid-to-Construction will be required for the additional cost to VOG.

##### **B.2.5.1. Mislabeled Meter Sockets or Cross-Wiring to a Service Entrance**

VOG is not responsible for and will not adjust erroneous Customer billing resulting from mislabeled Meter sockets or cross-wiring to a Service Entrance within the building's electrical system. Administrative costs associated with mislabeled Meter sockets or cross-wiring to a Service Entrance may be charged to the Property Owner at VOG's discretion.

VOG may be available to provide consultation about these matters to the Property Owner or a designated representative. VOG will, under no circumstances, open or remove a Customer-owned cover which would result in exposure of electrical components or wiring with the exception of VOG-sealed enclosures containing VOG metering equipment. VOG will not operate Customer-owned circuit breakers or electrical main switches for this purpose. If the investigation requires these procedures, the Property Owner must provide, at their own expense, a qualified electrical worker to perform these duties.

#### **B.2.6. Installation and Equipment**

The route of the service, the location of the service connection and the metering equipment will be determined by VOG in coordination with the Customer. Any wiring installed without first determining the location of the service connection and/or Meters must be brought into conformance upon notification from VOG or disconnection of electric service may be initiated (see Section B.7.1. – Disconnection of Electric Service).

Prior to connection with VOG equipment, the Customer's wiring and other electrical equipment must conform to all requirements of any applicable Authority Having Jurisdiction.

It is the Customer's responsibility to obtain information from VOG regarding the maximum fault current available at the Point of Delivery. This information is utilized in the design of the Customer's protection equipment.

The attachment at the Point of Delivery of the overhead Service Wires on a building must be of sufficient height to provide the required clearances listed in the latest edition of the National Electrical Safety Code. It is the responsibility of the Customer to maintain proper clearances between the overhead Service Wires and tree growth or other obstructions (see Section B.5. – VOG Access to Equipment). It is the responsibility of the Customer and/or contractor to provide and install a service mast or other approved structure to terminate service conductors. The termination structure must be of adequate strength to support the service conductors as per loading requirements supplied by VOG.

All instrument transformer enclosures, Meter enclosures, Meter sockets and conduits or raceways for Meter wiring must be furnished and installed by the Customer and must be an VOG-approved type (see the Meter Services Specification Guide located on the VOG website at [www.greenwoodne.gov](http://www.greenwoodne.gov)).

## **B.2.7. Metering**

Metering requirements not otherwise contained in these Service Regulations are set forth in the VOG Meter Services Specification Guide located on the VOG website ([www.greenwoodne.gov](http://www.greenwoodne.gov)).

### **B.2.7.1. Metering Devices and Technology**

All electric usage must be measured by an VOG-owned metering device. VOG has the right to implement any metering technology deemed to measure electrical usage accurately and adequately at VOG's sole discretion. This includes Meters for purposes of interval recording for load survey. When the safety of VOG personnel is potentially compromised, metering with remote disconnect capabilities will be used. VOG retains the right to access, test and maintain its Meters and metering devices at any time. VOG also retains the right to remove dormant Meters and other vacant assets at any time.

### **B.2.7.2. Data Acquisition from Billing Meters**

At the Customer's request, VOG will provide energy data pulses (KYZ) from VOG-owned Meters equipped with pulse initiators via an isolation relay. The Customer is responsible for all costs incurred by VOG to purchase and install any equipment necessary to provide this data. VOG will own, operate and maintain the equipment. VOG is not liable for any Customer losses and/or damages resulting from failure of this equipment or the operation thereof. Pulses may be interrupted during periods of annual Meter testing conducted by VOG.

#### **B.2.7.3. Location of Meters and Metering Equipment**

Metering equipment must be located on the exterior of new and rewired building constructions. VOG may grant exceptions under certain circumstances. Interior Meter locations in existence prior to January 1, 1996, are considered exceptions until the electric wiring is modified subsequent to this date. Other exceptions may be granted for an VOG-approved interior location that allows for direct, unobstructed access to all Meters through no more than one keyed or lockable door. The Property Owner must ensure that VOG is in possession of, or has 24-hour access to, the key granting access to VOG Meters. If the manner of access changes, VOG must be notified of the change and provided with information regarding the modified access. Contact VOG for information on how to apply for approval for an interior Meter location. Approval is not guaranteed.

All Meter locations obtaining service from an overhead Service Drop must meet National Electrical Safety Code requirements for overhead clearances.

#### **B.2.7.4. Vacant Meter Sockets**

Meter sockets that have had the Meter removed for longer than a two-year period will require an inspection from the Authority Having Jurisdiction prior to Meter installation and re-energization. VOG also reserves the right to have the Customer-owned Meter socket and service inspected by the Authority Having Jurisdiction at any time prior to Meter installation. The Customer will be required to pay for the inspection and any required repair.

#### **B.2.7.5. Meter Billing**

VOG will not totalize metering of separate service connections. Where VOG is required to provide multiple services due to infrastructure limitations, metering intervals will be totaled and the coincident peak will be used for billing.

#### **B.2.7.6. Non-Metered Services**

VOG only allows the non-metered services listed below.

- Traffic lighting for publicly-owned and maintained traffic lighting service conforming to VOG traffic lighting specifications
- Street lighting to public agencies for street lighting service conforming to VOG street lighting specifications
- **NOTE** – This is applicable for lighting of vehicle accessible public streets and alleyways as well as pedestrian/bike accessible tunnels under public streets.
- Lights on driver information signage where energy consumption is fixed and the signage is constantly lit or controlled by a photocell

**NOTE** – Signage where the lights are only lit occasionally or the energy usage changes must be metered.

VOG reserves the right to periodically coordinate with the responsible entity to ensure accuracy in service and billing details for non-metered services.

### **B.3. VOG CUSTOMER SERVICES**

VOG requires each service connection to be in the name of the Customer who is responsible for the bill. Customers moving into or out of a property in the VOG Service Area must have the electrical service put in or taken out of their name by contacting VOG Clerk. Property Owners and/or managers are also allowed to put service in the name of a tenant (see Section B.6. – Landlord/Tenant Information for additional Property Owner information). VOG reserves the right to back date requests for service in the event, timely notification of change of service has not been received.

#### **B.3.1. Residential Service**

VOG will own, install, operate and maintain the Service Wires to the Customer's Point of Delivery.

For mobile homes, VOG provides service to the Customer-owned Meter pedestal or Meter loop. The Customer owns, installs and maintains all conductors to the mobile home. Meter centers will be required where two or more mobile homes are placed on the same lot; VOG will serve up to the Meter center.

VOG will, over time, eliminate existing Customer ownership of Service Wires. The most common occurrence of this is when VOG has assumed new service territory in rural areas where Customers have electric poles with Meter sockets located on their property. In some cases, one Meter provided service to one or more residences, along with services to barns, outbuildings, wells and yard lights. Existing Customer ownership of Service Wires does not need to be changed as stated above in B.2.7.3 until the Customer replaces/rewires the service equipment, at which time the installation must comply with current VOG service requirements. VOG will manage this circumstance as outlined below.

Where there is a Customer-owned Meter socket and a main disconnect on a pole, pedestal or current transformer (CT) cabinet, VOG will maintain existing residential Service Wires from the Meter point to the residence if there are no other conductors to yard lights, outbuildings, wells or other structures on the load side of the Meter. Where there are multiple loads past the Meter, Meter pedestal, or CT cabinet, the Customer will continue to own and maintain the Meter socket, CT cabinet, pedestal, disconnect switch and Meter loop, along with all conductors to residences, yard lights, outbuildings and other structures.

In existing underground residential distribution subdivisions, VOG will continue to own and maintain pedestals (with more than one Meter) and Meter sockets if installed by a predecessor electric utility. In the event the conductor to the residence from the pole, pedestal or CT cabinet fails and there are no other connected conductors, VOG will pay for an electrician to install a Meter socket on the residence as well as install replacement underground service at no charge to the Customer. The Meter socket will thereafter be owned and maintained by the Customer.

#### **B.3.1.1. Meter Pole Ownership**

VOG will not install a Meter pole for new services. Customer-owned equipment is not allowed on VOG poles. If a Meter pole is located on a Customer's property and ownership is unclear (not clearly marked as VOG' or VOG has more than a Service Drop attached to it), VOG will consider it to be an VOG pole. If a Meter pole needs to be replaced or relocated, or if the pole can be removed, VOG will install underground service at no charge if the Customer moves the Meter to their residence and all other secondary service requirements are met, including, but not limited to, providing a clear path, any required easements and Service Entrance equipment to accommodate underground service.

At VOG discretion, VOG will consider other options for the Customer-owned equipment to be removed from the pole at the least possible cost to the Customer. Such options include but are not limited to: setting a new VOG pole to be used for VOG equipment and using the Customer's existing pole exclusively for metering purposes; paying for an electrician to install a Meter socket on the residence to save VOG the cost of setting and owning an extra pole; or replacing the existing pole and transferring the Customer's metering equipment to the new pole with the pole thereafter owned by the Customer.

#### **B.3.1.2. Emergency Repair of Customer-Owned Equipment on/past Meter Poles and Meter Pedestals**

In the event an emergency situation occurs on or past Meter poles, pedestals or current transformer (CT) cabinets, and it is possible to do so in a safe manner, VOG will make temporary repairs to restore service to the residence or correct other service problems provided there is a working main breaker (overcurrent protection) that has not been bypassed. The Customer will be required to hire an electrician at their own expense when an electrical inspection is required. VOG will follow up

with the Customer to ensure corrections and/or repairs have been made in a timely fashion. If corrections and/or repairs have not been made, VOG will initiate disconnection of electric service (see Section B.7.1. – Disconnection of Electric Service).

### **B.3.2. Residential Overhead to Underground Conversion**

If at the request of the Customer, VOG will trench, at no charge, overhead residential Service Drops to underground if such work is deemed feasible by VOG. However, the Customer is responsible for providing Service Entrance equipment to receive an VOG underground service lateral with a minimum conductor size of #1/0 stranded aluminum. The Customer is also responsible for locating privately-owned utility lines, including, but not limited to, sewer, electric, gas, water and communications (see Section B.7.6. – Buried Cable (Call Before You Dig) for additional locating details). Furthermore, the Customer is responsible for repair of damage to flowers, garden shrubs, tree roots, sprinkler systems, hard-surface paving or other incidental damage resulting from the service installation, as well as removal of all obstructions, trench settling, resodding or reseeding. VOG will offer the option of installing the service using directional boring equipment in which case the Customer will be billed the boring costs. VOG will provide the exact cost if a Customer chooses this option.

If a clear path is not provided, the Customer must provide conduit for the cable path around or under present and future obstructions such as patios, driveways, sidewalks, tree roots and retaining walls. The Customer must also provide a separate conduit for communication wires, if applicable. All conduits are installed, owned and maintained by the Property Owner. PVC electric conduit must be UL Listed, gray and minimum schedule 40. Coilable smooth-wall conduit must meet VOG specifications and be black with red stripes.

If an overhead Service Drop restricts the use of a residential Customer's property, including, but not limited to, the inability to maintain National Electrical Safety Code clearances, VOG will relocate the Service Drop at no charge to a Customer-provided attachment point.

If code required clearances cannot be met by an overhead Service Drop, VOG will install the service underground at no charge. The Customer, at their expense, will need to remodel the Service Entrance to accept an underground service, provide a clear path on their property including providing a conduit, if required, and restore the trench.

If the Service Drop in question crosses another Customer's property line, relocation will normally be done at no charge. However, approval from VOG is required due to the potential of encountering unusual circumstances, such as a requirement to obtain an easement to set a yard pole.

If the Service Drop relocation is initiated by VOG as part of a larger project, VOG will pay for the relocation costs.

### **B.3.3. Underground Service in New Residential Areas (Single-Family Dwellings, Townhouses, Duplexes with a Meter Center and Mobile Homes)**

VOG will own, install, operate and maintain an underground distribution system, including the Service Wires and Meter on the outside of the house or structure, per the requirements stated in Section B.3.4. – Installation of Distribution Facilities.

In mobile home parks, the Customer or developer must own, install and maintain the Meter pedestal or Meter center. An Aid-to-Construction is required (see Section C.3.3. – Underground Service in New Residential Areas).

### **B.3.4. Installation of Distribution Facilities**

Work to be performed by the developer at its sole cost shall include:

- The digging of trenches and bores for the placement of conduit/ducts at the locations specified by VOG and the backfill of the trenches after the conduits/ducts have been laid. Developer shall be responsible for placing locate requests through Nebraska One-Call/811 and locating all private underground facilities including those used for water, sanitary sewer and stormwater.
- The installation and proofing of conduit/duct in accordance with VOG specifications. Proofing shall consist of pulling an VOG-approved mandrel through installed conduits to verify a clear path. All conduits and ducts shall be purchased by the developer at its cost and approved by VOG prior to installation. The conduits and ducts shall have an VOG-approved mule tape installed for the subsequent installation of cables by VOG.
- The installation of pedestals, purchased and provided by VOG, installed true and level in accordance with VOG specifications.
- The installation of ground rods, purchased and provided by VOG, installed vertically to specified depth in accordance with VOG specifications.
- The installation of transformer pads purchased and provided by VOG, with proper back tamping under the pad with a minimum compaction of 90%, installed true and level in accordance with VOG specifications.
- The developer shall thereafter be responsible for any subsequent tamping, backfill, street repair or reconstruction, or other remediation or restoration which may be necessary due to the settling of the initial backfill, and VOG shall not be liable for any injury to person or property which may occur by virtue of the developer's failure to make any subsequent tamp or backfill of any trench.
- Upon completion of the work, the developer shall have its work on the project segment inspected by a licensed professional engineer who shall execute a written acknowledgement to VOG that the developer has performed its work on the project segment in accordance with VOG specifications. The developer

shall have the sole responsibility to employ and pay all fees invoiced by the professional engineer responsible for inspecting the project segment.

- The developer shall assume the risk of loss and be responsible for the replacement of any damaged, stolen or lost pedestals, ground rods, transformer pads or other equipment provided by VOG once the developer receives possession of said materials from VOG.

Work performed and equipment/materials provided by VOG will include:

- The installation of cables/wires in developer installed conduits/ducts.
- The installation of pad mounted transformers.
- The terminations of said cables/wires in transformers and pedestals.

The developer shall independently determine where boring is appropriate in lieu of trenching (i.e., roadway crossings, steep grades, pedestrian ways, drainage areas, water retention areas, wetlands, out lots, etc.). VOG shall not be liable for any damages caused by the developer's trenching or boring.

VOG shall not be liable for any damage or loss occasioned by the failure of VOG to complete installation of the distribution system within a reasonable time.

Should VOG determine that the developer has not adequately performed the tasks as previously stated, it shall notify the developer in writing of the deficiencies and the developer shall correct any defects in its performance at its sole expense prior to VOG completing its work on the deficient portions of the project segment.

#### **B.3.5. Underground Service in Existing Residential Areas for New Constructions (Single-Family Dwellings, Townhouses and Duplexes with a Factory-Assembled Duplex Meter Socket)**

VOG will own, install, operate and maintain the underground Service Wires to the Customer-owned Meter socket wherever there is a clear path, as determined by VOG, allowing for direct burial access. If there is not a clear path, the Customer is responsible for providing other means for VOG to install service cable.

#### **B.3.6. Underground Service to Newly Constructed Multi-Family Dwellings, Condominiums and Commercial Buildings (Excluding Duplexes with a Factory-Assembled Duplex Meter Socket)**

VOG will own, install, operate and maintain the primary and secondary conductors to the point of termination at the Customer's switchgear, bus ducts, CT cabinet or metering point.

The Customer must supply, install and maintain the secondary conduit(s), bus duct and transformer pad or vault which must meet VOG Meter specifications. In cases where VOG does not require a transformer pad or vault, the Customer must supply and install the secondary conduit(s) to a point that meets VOG specifications.

Service from transformer vaults is not standard and, if allowed, may require an Aid-to-Construction.

#### **B.3.7. New Overhead Commercial Service Initiated by a Customer**

For overhead service the Customer must own, install and maintain the Meter loop. The Meter loop is comprised of the Meter socket or current transformer (CT) cabinet, conduit from the Meter socket/CT cabinet up to the conduit mast, the conduit mast, conduit from the Meter socket/CT cabinet into the service disconnect and all the conductor inside the conduit. The Customer must also own, install and maintain an approved attachment with sufficient anchorage for the VOG service conductors. VOG will own, install and maintain the overhead service conductors, Meter and other required metering equipment.

VOG will not install more than one overhead transformer or transformer bank on a property to serve a Customer or multiple Customers, unless the Customer peak load exceeds the maximum available VOG transformer size for requested voltage or is determined by VOG to be justified for multiple points of service on a large property with multiple buildings and service locations within the same property. Where a Customer or multiple Customers are served from a single transformer or transformer bank, the Customer(s) will be required to provide a step-up or step-down transformer on the Customer side of the point of service where a different voltage other than the specified VOG transformer voltage is desired.

#### **B.3.8. New Underground Commercial Service, Overhead to Underground Conversion and Rewire to Underground Initiated by a Customer**

For underground service from a pole, the Customer must own, install and maintain the conduit from the pole to the metering point. The Customer must also own, install and maintain the first 10 feet of conduit up the pole. This conduit must be rigid galvanized steel. VOG will own, install and maintain the service conductor and Meter. VOG will not assume responsibility for any future problems attributable to the installation of the service conduit.

For underground service from a padmount transformer, the Customer must own, install and maintain the transformer pad and conduit from the pad to the metering point. VOG will own, install and maintain the padmount transformer, service conductor and Meter. VOG will not assume responsibility for any future problems attributable to the installation of Customer-installed facilities.

Requests for commercial rewire require approval from VOG. For approved requests, VOG will install an underground secondary service lateral at no charge to the Customer if the Customer installs Service Entrance equipment to receive an VOG underground service lateral and installs conduit to VOG specifications. These specifications are determined on a case-by-case basis.

VOG will not install more than one padmount transformer on a property to serve a Customer or multiple Customers, unless the Customer peak load exceeds the maximum available VOG transformer size for requested voltage or is determined by VOG to be justified for multiple points of service on a large property with multiple buildings and service locations within the same property. Where a

Customer or multiple Customers are served from a single transformer, the Customer(s) will be required to provide a step-up or step-down transformer on the Customer side of the point of service where a different voltage other than the specified VOG transformer voltage is desired.

#### **B.3.9. Service Relocation Initiated by VOG**

There may be circumstances where it is necessary to relocate a Customer's service. This may require an overhead service to be relocated underground. Such circumstances could include, but are not limited to, road/street widening where the entire VOG distribution line is relocated or placed underground.

For overhead to underground conversions and underground relocations initiated by VOG, VOG will install the transformer pad and conduit. For residential service, VOG will also hire an electrician to complete the Service Entrance work, if required. For commercial service, the Customer is required to hire an electrician to complete any required Service Entrance work and VOG will reimburse the Customer for the cost of the hired electrician. VOG will contact the Customer to identify the conduit route, pad location and any required Service Entrance work. The Customer will own and maintain the transformer pad and conduit. VOG will not assume responsibility for any future problems attributable to the installation of the transformer pad and service conduit.

If relocation of a Customer's Service Wire(s) becomes necessary as a result of an obstruction of the Service Wire(s) (i.e., placement of a structure or paving over an underground Service Wire) on the Customer's property, VOG will relocate the Service Wire(s) and will invoice the Customer for the full cost of the relocation of the Service Wire(s). Customer agrees to hold VOG and its employees and contractors harmless for any damage to vegetation or other personal property that occurs during repair, maintenance or relocation of a Service Wire(s).

#### **B.3.10. Temporary Service Installation**

An identifiable address is required before temporary service is provided. A one-time charge for installation and removal will be made for each temporary overhead or underground service connection. Overhead temporary service consists of the VOG Service Wires and Meter. Underground temporary service consists only of connecting Customer-owned temporary service wires to an VOG source and installing an VOG Meter. VOG has the right to disconnect service for non-payment of charges for temporary electric service installations (see Section B.7.1. – Disconnection of Electric Service). If the Customer and/or contractor becomes delinquent in paying the charges for temporary service, payment in advance may be required prior to providing additional service. An Aid-to-Construction may be required (see Section C.3.6. – Temporary Service Installation).

VOG may establish special procedures for handling temporary service to short-term or seasonal retail locations, such as fireworks stands, holiday displays or special events. Fees for kilowatt-hour usage and service connection charges will be determined by VOG.

## **B.4. BILLING**

### **B.4.1. General Billing Information**

VOG requires each service connection to be in the name of the Customer who is responsible for the bill. The Customer must have a U.S. mailing address. VOG bills all Customers for the electricity used during the previous billing cycle according to their Billing Period.

The VOG website ([www.greenwoodne.gov](http://www.greenwoodne.gov)) provides a convenient means of electronic bill payment including automated clearing house (ACH) payments for Customers.

### **B.4.2. Miscellaneous Accounts Receivable**

Payment will be required for items that are not retail electric service or wholesale energy sales. This includes charges to Customers for materials purchased from VOG or services provided by VOG, charges to appropriate individuals for damage to VOG property, as well as charges to responsible parties for routine monthly billings and/or contractual arrangements.

### **B.4.3. VOG Service Fees**

In addition to requiring payment for the amount billed per the applicable Rate Code, VOG also assesses certain fees pursuant to the VOG Rate Schedules. VOG service fees include, but are not limited to, the following fees/charges:

#### **B.4.3.1. New Service Fee**

A new service fee is applied to each new account, including circumstances where an existing Customer moves to a new address or transfers electric service to another name at a current address. In the event of construction of an apartment building, the new service fee will only be imposed on the Meter that supplies service to the common area of the apartment building.

A new service fee is also applied to a bill when a service reconnection is required. In the case of a current transformer (CT) Meter installation or if a conductor reconnection is required, the Customer will be assessed a fee in addition to the new service fee to cover actual labor, material and equipment expenses.

The new service fee is waived only when a tenant transfers service to a landlord who has a Landlord Options form on file with VOG or has registered their accounts in the online portal. (see Section B.6. – Landlord/Tenant Information) or if temporary service is being replaced by permanent service.

#### **B.4.3.2. Security Deposit**

VOG will assess a minimum-security deposit to all residential Customers and may assess an additional deposit if the Customer:

- Has been disconnected for non-payment of an electric bill;
- Has an unpaid debt to VOG that has been sent to a collection agency or has resulted in a write-off; and/or
- Knowingly provided inaccurate information when establishing service with VOG.

VOG will assess a security deposit from any nonresidential Customer desiring to continue service whose payment history with VOG includes one or more of the following:

- Disconnection for nonpayment of the bill;
- Previous service that has been turned over to a collection agency or has resulted in a write-off; and/or
- Misrepresentation by providing false information when establishing service with VOG.
- When management determines that a Customer is at financial risk of failure to pay future bills.

#### **B.4.3.3. Disconnection Charge for Non-Payment**

A disconnection charge for non-payment of an electric bill will be assessed on the account at the time the disconnection is entered into VOG' system. The charge will be billed on the next regular billing (see Section B.7.1. – Disconnection of Electric Service).

#### **B.4.3.4. Late Payment Fee**

A late payment fee will be assessed after the due date of an unpaid electric bill.

#### **B.4.3.5. Returned Payment Fee**

A returned payment fee may be assessed when payment is returned to VOG from a financial institution.

#### **B.4.3.6. Inaccessible Meter Fee**

An inaccessible Meter fee may be assessed for each attempt by VOG to read or service an obstructed or inaccessible Meter (see Section B.5.1. – Unobstructed Access).

#### **B.4.3.7. Meter Tampering Fee**

A Meter tampering fee will be assessed each time VOG discovers a tampered, bypassed or otherwise misused Meter (see Section B.1.5.1. – Meter Tampering).

#### **B.4.3.8. Mislabeled Meter Sockets or Cross Wiring Fee**

To ensure there are no cross-wired services, VOG will conduct a one-time initial Meter verification for multi-family and multi-tenant commercial properties. Subsequent to this verification, a fee will be assessed to the Property Owner each time VOG is required to correct a mislabeled Meter socket or cross-wiring to a Service Entrance within a building's electrical system (see Section B.2.5.1. – Mislabeled Meter Sockets or Cross-Wiring to a Service Entrance).

#### **B.4.3.9. Temporary Service Fee**

A temporary service fee will be assessed when a Customer requests a temporary service installation (see Section B.3.10. – Temporary Service Installation).

#### **B.4.3.10. After-Hours Reconnection Fee**

Applicable when line crew reconnects service outside of normal weekday business hours on an account that was disconnected due to delinquency.

#### **B.4.3.11. Past Due Reminder Fee**

Applicable when a credit representative visits the premises for disconnection due to delinquency but does not disconnect service.

#### **B.4.3.12. Customer Requested Maintenance & Switching Fee**

Customer requested work will be billed at differing rates depending on when the work is completed as specified in Schedule SF-Service Fees.

### **B.4.4. Billing Adjustment**

If a Customer is inadvertently overcharged for electric service as the result of reasons other than tampering, diversion, subterfuge, mislabeled Meter sockets or cross-wiring to a Service Entrance within the building's electric system, VOG will adjust the bill going forward and refund or credit amounts due, without interest, to the Customer for whichever is the least of the following:

- The entire period of the inaccurate billing;
- The period of occupancy; or
- The 48 months prior to the discovery of the overcharge, in accordance with state statute.

If a Customer is inadvertently undercharged for electric service as the result of reasons other than tampering, diversion, subterfuge, mislabeled Meter sockets or

cross-wiring to a Service Entrance within the building's electric system, VOG will bill the Customer for whichever is the least of the following:

- The entire period of the inaccurate billing;
- The period of occupancy; or
- Twelve months.

#### **B.4.5. Delinquent Account Balance**

VOG retains the right to transfer any delinquent account balance to any other service location or VOG account for which the Customer with a delinquent balance is liable or becomes liable.

#### **B.4.6. Special Billing Considerations**

A Customer must arrange with VOG in advance for any special billing considerations to be made concerning abnormal electric demands resulting from the Customer testing equipment. The Customer must contact VOG at least seven calendar days before each expected abnormal electric demand occurrence. VOG will inform the Customer in writing of any allowed conditions and provisions for special billing consideration, including, but not limited to, time, duration and frequency of occurrence, as well as any VOG representatives required to be present during the testing process. (See Section B.7.4. – Notification of Load Increase.)

### **B.5. VOG ACCESS TO EQUIPMENT**

It is the Customer's, Property Owner's and/or occupant's responsibility to ensure that VOG has unobstructed access to Meters and any other underground, at-grade, or overhead electric facilities (e.g., poles, wires, guys, transformers, pedestals, switchgears, overhead/underground electric lines, etc.). This means that VOG must have a clear path and full access to such equipment, unimpeded by domestic animals, vegetation, fencing, landscaping, sheds, playsets and other obstructions. Additional information regarding the required clearances and correct placement can be found by contacting Village Clerk or VOG Electrical Superintendent.

#### **B.5.1. Unobstructed Access**

In an emergency, VOG will take whatever steps are necessary to access obstructed VOG equipment, including, but not limited to, contacting Animal Control, removing vegetation and dismantling structures to the extent necessary to access equipment. VOG is not responsible for replacement or repair of vegetation or structures that were impacted by the steps VOG took to access equipment.

If obstructed access is found during the course of routine Meter reading, maintenance, testing or inspection, VOG will ask the Customer, Property Owner or occupant to remove the obstruction. This may require the installation of a gate, the removal of panels or other acts to facilitate VOG access or operation of its

equipment. If unobstructed access is not provided, VOG will take necessary steps to ensure access or initiate disconnection of service (see Section B.7.1. – Disconnection of Electric Service). An inaccessible Meter fee will be assessed for each attempt by VOG to read or service an obstructed and inaccessible Meter (see Section B.4.3.6. – Inaccessible Meter Fee).

### **B.5.2. Placement of Vegetation, Fencing, Structures and Equipment**

If a Customer, Property Owner and/or occupant contacts VOG about the placement of obstructions around, under, along or adjacent to VOG equipment, VOG will work with the Customer, Property Owner and/or occupant to ensure that the obstruction(s) complies with VOG' operating and maintenance needs.

Whenever VOG installs new or replacement electric facilities, every attempt will be made to place the equipment on or near an area free from existing obstructions in order to facilitate accessibility by VOG crews and/or contractors. If this is not possible, VOG will work with the Customer, Property Owner and/or occupant to determine the best option while also ensuring system reliability, safety and accessibility.

Residential transformers and pedestals are typically sited by VOG in rear lot areas. Customers, Property Owners and/or occupants must ensure that obstructions do not hinder VOG accessibility. Commercial transformer locations include Customer-owned conduits and concrete pads. VOG works with commercial Customers for the placement of the transformer pad to avoid some of the difficulties associated with service restoration and replacement (see Section B.2.7.3. – Location of Meters and Metering Equipment for information on the location of Meters and associated equipment).

### **B.5.3. Vegetation Management**

VOG has a vegetation management program to ensure that trees and other vegetation do not interfere with VOG lines and/or at-grade equipment or present a safety hazard. VOG has the legal right to trim and remove trees, including removing limbs, to avoid vegetation-related outages, safety hazards, system interference or other system interruptions. All trimming is completed or monitored by certified arborists. VOG makes every effort to notify Customers, Property Owners and/or occupants when tree trimming will occur. VOG will clean up any debris due to routine VOG maintenance.

If trees, limbs or other debris have fallen as a result of storm conditions or other unavoidable events, it is the Customer's, Property Owner's and/or occupant's responsibility to clean up the debris so VOG has access to its electric facilities at all times. If trees, limbs or other debris in the natural path of falling are suspended onto VOG lines or other at-grade electric facilities, VOG is not responsible for any damage that may occur as a result of freeing the tree, limb or debris and continuing the natural fall path. The Customer, Property Owner, and/or occupant is responsible for any property damage resulting from the trimming of storm damaged trees for VOG' service restoration efforts.

VOG works cooperatively with other jurisdictions within the Service Area and in rights-of-way outside the Service Area to maintain all vegetation in order to avoid system interruptions.

## **B.6. LANDLORD/TENANT INFORMATION**

### **B.6.1. General Information**

Electric service must be in the name of the Customer who is responsible for the electric bill. A new service fee will be charged when a service transfer occurs unless covered under a Landlord Options form which can be obtained from VOG upon request (see Section B.4.3.1. – New Service Fee).

A Customer must notify VOG regarding disconnection of service in their name, at which time VOG will place the service in the name of the Property Owner or their agent if a Landlord Options form is on file with VOG. If there is no Landlord Options form on file, electric service will be disconnected until VOG receives a new request for service.

Landlords are not responsible for unpaid bills by a tenant while the service is in the tenant's name.

Landlords or designated third parties cannot resell or redistribute electric service (see Section B.7.2. – Resale and Redistribution of Electric Service).

## **B.7. ADDITIONAL INFORMATION**

### **B.7.1. Disconnection of Electric Service**

VOG will remove or disconnect service at the request of, and upon notice from, the Property Owner if the Property Owner occupies the service address or the service address is vacant. Customers who are members of a protected class under federal law are not exempt from disconnection.

VOG will disconnect electric service with notice to the Customer due to:

- Non-payment of an account
- Failure to provide and maintain unobstructed access to VOG Meters or other VOG equipment (see Section B.5.1. – Unobstructed Access);
- Failure or refusal to provide a required security deposit (see Section B.4.3.2. – Security Deposit);
- Withdrawal of or failure to furnish required permits, easements and rights-of-way (see Section B.2.4. – Easements);

- Improper interconnection of Customer-Owned Generation (see Section C.1. – Customer-Owned Generation);
- Failure to provide assurance of payment for future electric bills in a timely manner after filing a petition of bankruptcy; and/or
- Violation or non-compliance with any provision of these Service Regulations except those conditions where notice of disconnection is not required as outlined below.

VOG will disconnect electric service without notice to the Customer due to:

- Apparent hazardous conditions or safety concerns as determined by VOG or an Authority Having Jurisdiction, including, but not limited to, the following:
  - Temporary wiring that connects Service Wires to a permanent Meter socket;
  - Conduit or other approved ducts containing VOG wires that have pulled away from a structure or have become disjointed, broken or separated from metering equipment;
  - Attachments supporting overhead Service Wires that are damaged or pulled out of the structure;
  - Customer-owned wires or equipment that interfere with VOG wires or equipment; and/or
  - Inadequate or insufficient working clearance.
- Improper use of equipment that may affect VOG equipment or VOG service to others; and/or
- Apparent theft or unauthorized use of service in whatever form it may take, including, but not limited to, tampering with VOG equipment, as defined by state law (see Section B.1.5. – Illegal or Prohibited Acts).

VOG will disconnect or interrupt service without notice to the Customer or a third-party designee and without providing the Customer an opportunity for a hearing for a disputed electric bill when such disconnection or interruption of service is necessary for reasons of repair or maintenance or to protect the health or safety of the Customer, the general public or the integrity of the VOG distribution system (see Section B.1.3. – System Disturbances and Service Disruptions).

VOG will notify Customers prior to disconnection of service as required by state law and allow eligible Customers the right to appeal a notice of intent to disconnect electric service. VOG can provide additional information regarding the process of disconnection of electric service upon request.

VOG may not notify Customers prior to reconnecting services disconnected as a result of reasons described in Section B.7.1. – Disconnection of Electric Service.

Customers/Property Owners are responsible to ensure flammable items are clear of potential electric hazards prior to reconnection of service.

#### **B.7.2. Resale and Redistribution of Electric Service**

Electric service purchased by a Customer is for the sole use of the Customer in and upon the premises to which such service is supplied. Customers are prohibited from reselling energy as well as rendering a bill on a kilowatt-hour basis to lessees, tenants and others. Existing sub-metered facilities can remain as is if the end user does not pay more for electric consumption than the applicable VOG rate. Violations may result in legal recourse. The Nebraska Power Review Board and Guidance Document No. 12 should be consulted for further guidance regarding a non-utility providing electricity to third parties.

VOG will, in general, require separate metering for electric power to each individual residential, industrial or commercial unit. Exceptions can be requested and will be considered through an application process under limited circumstances. VOG can provide additional information regarding master metering upon request.

#### **B.7.3. Claims Processing**

Claims against VOG for incidents of suspected bodily injury or property damage due to VOG activities must be filed with the Village Clerk within one year from the date the damage or loss was discovered pursuant to the Nebraska Political Subdivisions Tort Claims Act. Upon request, VOG will provide Customers with instructions on filing a claim with the Village Clerk.

#### **B.7.4. Notification of Load Increase**

A Customer must notify VOG of expected load increases that are more than 20 percent of the highest kilowatt demand recorded for that service in the previous 12 Billing Periods. Examples of when this notification may be required include, but are not limited to, situations in which a Customer installs or adds new equipment, expands operations or is testing equipment.

The Customer is responsible for any damage to Customer-owned equipment and VOG equipment related to a load increase that was not disclosed. The Customer is also responsible for personal injuries resulting from failing to notify VOG of changes and failing to provide VOG with adequate time to engineer and install the required electrical equipment, as well as damage or injury that results from the Customer's service having been loaded above its designed limit. The Customer is solely responsible if changes in load result in a change in Rate Code and billing-related modifications.

#### **B.7.5. Painting Padmount Transformers**

Property Owners may paint an VOG padmount transformer if the requirements listed below are met.

- The paint is environmentally safe and suitable for use on metallic surfaces in outdoor locations.
- The transformer is sanded in a manner that allows the new paint to adhere properly.
- Spray paint or a paint roller is used (applying paint with a brush is not allowed).
- VOG-installed numbers and decals are masked prior to painting and the masking is removed after painting has been completed.

**NOTE** – Decals, wraps or other decorations are not allowed on the transformer.

#### **B.7.6. Buried Cable (Call Before You Dig)**

State statutes pertaining to the One-Call Notification System Act require any person who excavates to first notify the statewide one-call notification center (at 811 or 800-331-5666) at least two business days, but not more than 10 business days, before they start to excavate. There are civil penalties, fines and strict liability repair assessments for failure to call before excavating.

The one-call notification center identifies buried, noncustomer-owned facilities before digging or other underground work is performed. Each underground facility member/owner, including VOG, is to either mark its facilities, issue a clearance that no facilities are nearby or offer to meet jointly with the excavator to discuss the request. VOG and the one-call notification center have information available regarding the request process.

#### **B.7.7. Fire Alarms, Fire Water Pumps, Exit Lights**

All fire alarm systems, fire water pumps, and exit lights must be metered. This may require the Customer to install a Meter socket exclusively for these circuits. The installation must conform to all applicable code requirements and VOG specifications.

#### **B.7.8. Joint Trench Occupancy and Pole Attachments**

Customer-owned equipment is not allowed on VOG facilities or in VOG provided trenches. However, VOG will allow joint trench occupancy and joint pole attachments with other utilities and certain entities that have the right to occupy public rights-of-way. Joint use agreements must be executed prior to joint occupancy. Payment for pole attachments is subject to current agreement rates. Any powered equipment must comply with these Service Regulations and VOG specifications. Antenna and antenna equipment are prohibited except pursuant to a negotiated agreement.

#### **B.7.9. Grade Changes, Settlement and Erosion**

The Property Owner is responsible for all costs incurred for the relocation and repair of VOG overhead and underground facilities necessitated by grade changes, settlement and erosion on the property.

#### **B.7.10. Ramp Rate (Major Customers)**

Distribution-level services shall generally be limited to a load ramp rate – the rate of change for both increases and decreases – of no more than the greater of 1 MW or 20 percent of the Customer’s nominal peak load, per minute, provided this rate of change doesn’t prove detrimental to other Customers as determined by VOG. Transmission-level services shall be limited to a load ramp rate of no more than 8 MW/minute. These limits are not applicable to (a) Customer load reductions as a result of forced outages, or (b) Customer load changes conducted in coordination with, or under the direction of, VOG or the Southwest Power Pool.

### **C. SERVICE REGULATIONS – SPECIAL**

#### **C.1. CUSTOMER-OWNED GENERATION**

The Federal Energy Regulatory Commission (FERC), through the Public Utility Regulatory Policies Act (PURPA), sets forth the requirements and guidelines for Customer-Owned Generation. The VOG Administrative Board, as required by law, has considered and approved the PURPA guidelines that apply to Qualifying Facilities as defined below.

VOG does not allow Customer-Owned Generation to export power onto VOG secondary spot or grid networks (i.e., the VOG downtown network). In these applications, production from Customer-Owned Generation shall be limited in real time to Customer’s load minus an VOG-determined safety margin.

##### **C.1.1. Qualifying Facilities (Cogeneration and Small Power Production)**

Under the PURPA guidelines, cogeneration and small power production facilities are considered Qualifying Facilities. A cogeneration Qualifying Facility is a generating facility that sequentially produces electric energy and another form of useful thermal energy (e.g., heat or steam) in a way that is more efficient than the separate production of both forms of energy. A small power production Qualifying Facility is a generating facility of 80 megawatts or less whose primary energy source is renewable (i.e., hydro, wind, or solar), biomass, waste, or geothermal resources. Cogeneration and small power production Qualifying Facilities include, but are not limited to, conventional facilities as well as renewable generation.

Cogeneration and small power production Qualifying Facilities are covered by PURPA and have specific requirements for interconnection with VOG. In order to operate in parallel with VOG, the Qualifying Facility must meet all applicable VOG interconnection requirements, including, but not limited to, submission of an application for parallel operation as well as entering into an interconnection agreement. Contact VOG for additional information on Customer-Owned Generation.

##### **C.1.2. Non-Qualifying Facilities**

Standby and emergency generation facilities that do not meet the criteria for Qualifying Facilities are only allowed to operate in parallel with VOG for periodic testing purposes or at the direction of VOG. Any generation produced during

testing that is in excess of a Customer's/entity's load will not be compensated by VOG. Customers/entities that operate in parallel for more than testing purposes may only do so under agreement with and at the direction of VOG.

All non-qualifying facilities operating in parallel must meet all applicable VOG interconnection requirements, including, but not limited to, submission of an application for parallel operation as well as entering into an interconnection agreement. Contact VOG or visit the VOG website ([www.les.com](http://www.les.com)) for additional information on Customer-Owned Generation.

## **C.2 JURISDICTIONAL FILINGS RELATED TO ELECTRICAL FACILITIES**

There are a variety of laws, regulations, committees, commissions, districts and boards that may have jurisdiction over specific projects involving the installation of electrical facilities. Required submissions of plans or designs to these entities may delay or otherwise impact construction and development timelines. Coordination with these entities should be factored into every project's schedule.

### **C.2.1. Utilities on State Highway Right-of-Way**

VOG must meet the requirements for filing with the Nebraska Department of Transportation to use and occupy a state right-of-way. VOG will work with the Nebraska Department of Transportation to obtain and submit any applicable permits. VOG must also meet the requirements for filing with the Nebraska Department of Environment and Energy for projects in which more than one acre of ground is disturbed.

### **C.2.2. Railroad Crossing**

VOG must obtain an easement or agreement from the railroad to cross any railroad right-of-way. VOG will take into account all railroad crossings even if the crossing is in a public right-of-way. VOG will work with the appropriate railroad to meet any applicable policies, procedures and application processes.

## **C.3. AID-TO-CONSTRUCTION CHARGES**

VOG supplies electric service to Customers by providing the Service Drop to a Customer's Point of Delivery. In many cases, this service is provided only with a new service fee. However, VOG may require an Aid-to-Construction in some cases, such as for a major construction project, specialized equipment, work that must be completed or installed in order for the Customer to receive service or relocations not initiated by VOG. The Aid-to-Construction may be charged to private entities or to public entities, depending on the project.

### **C.3.1. Electrical Facility Conflict and Coordination**

There may be times when existing electrical facilities conflict with proposed projects. The conflict may require coordination with City, County or State

Engineering or with developers. When a conflict is identified, an Aid-to-Construction may be required to cover VOG costs in providing the electric service. VOG will determine the amount of the required Aid-to-Construction and will notify the affected party or parties of the amount that must be received prior to scheduling the work or ordering materials. The amount will be determined based on the cost of replacing comparable facilities in order to complete the project.

### **C.3.2. Facilities Investment Cost**

VOG takes into consideration a facilities investment cost when determining which projects will require an Aid-to-Construction. The facilities investment cost is a calculation that considers the total cost to VOG, including design, material, equipment, labor and labor overheads, to build and install additional facilities above and beyond the existing facilities or to reinforce existing facilities in order to serve a Customer's load or additional load.

Subject to all other requirements of these Service Regulations, electric service will be installed at no charge for new or existing services up to 5 MW if the facilities investment cost to VOG does not exceed 2.5 times the estimated additional annual revenue resulting from providing the service. Generally, if the facilities investment cost to VOG does exceed 2.5 times the estimated additional annual revenue resulting from providing the service, an Aid-to-Construction will be charged. The Aid-to-Construction for services up to 5 MW that will be charged will be the difference between the facility investment cost and 2.5 times the estimated additional annual revenue from providing the service. Revenue estimates to determine the required Aid-to-Construction are based upon projected electric usage calculations or upon VOG records of average usage for similar types of service. VOG will notify the Customer of the required Aid-to-Construction. No equipment will be ordered and no work will be scheduled until this payment is received from the Customer.

Electric service facility investment costs for new or expanded services above 5 MW are subject to negotiation with VOG.

### **C.3.3. Underground Service in New Residential Areas**

VOG will coordinate with the Customer or developer to minimize the permanent electric facilities required to serve a new residential development. The Customer or developer will be required to provide an Aid-to-Construction for any temporary facilities and for any facilities in excess of what would otherwise be required to provide electric service to the development.

### **C.3.4. Underground Residential Service Relocation**

An Aid-to-Construction equivalent to the cost of replacing comparable facilities is required for underground relocations. VOG will provide payment quotes for the Customer's consideration. The Customer is responsible for all restoration work,

including, but not limited to, resodding, reseeding, trench settling and hard-surface paving repair.

### **C.3.5. Overhead to Underground Line Construction or Relocation**

#### **C.3.5.1. Discretionary Projects and Requests**

The VOG Administrative Board, through the annual budget process, approves an amount dedicated to discretionary overhead to underground rebuild or relocation projects. Projects are recommended by VOG Electrical Superintendent and may or may not be in conjunction with other projects associated with a public entity. There is no Aid-to-Construction required for this process. The Village of Greenwood, through the Comprehensive Plan, encourages a program, whenever feasible and affordable, to relocate existing overhead utility lines underground.

Public or private entities or individuals requesting existing overhead facilities to be installed underground or requesting the relocation of existing overhead or underground facilities may be required to pay an Aid-to-Construction. VOG will determine the feasibility of such conversions or relocations, as well as the associated Aid-to-Construction cost.

### **C.3.6. Temporary Service Installation**

Temporary service may require an Aid-to-Construction if VOG has to extend facilities and the extension will not be used for permanent service. The Aid-to-Construction is non-recoverable and must be paid in full prior to the start of VOG construction. Material used in providing temporary service may be used in the permanent connection when conversion to a permanent service is requested. Total charges for the permanent connection will not be considered in determining the connection charge for the temporary service.

## **C.4. CONSTRUCTION BILLING GUIDELINES**

### **C.4.1. No Billing**

VOG will not bill the Customer for costs incurred for work initiated by VOG or for work that is a benefit to VOG which must be completed outside of normal VOG line crew working hours. Such work includes, but is not limited to:

- Distribution rebuilds;
- Replacing an overloaded transformer;
- Repairing a damaged transformer or damaged secondary/service conductors;
- Installation of service conductors for new or rewired service if the work is completed according to VOG' schedule; and

- Replacing bar connectors inside a transformer and current transformer (CT) cabinet to accommodate an additional service if the work is completed according to VOG' schedule.

**NOTE** – Whenever possible, this work will be scheduled to occur during normal VOG line crew working hours. All non-emergency construction work for residential Customers will be done during normal VOG line crew working hours.

VOG will also not bill the Customer for costs incurred for work that is initiated by a Customer or electrician when the Customer/electrician needs minor assistance from VOG to work safely on their own facilities. Such work includes, but is not limited to:

- Standby, switching or barricading VOG equipment when VOG personnel are not required to be on-site at a specific time or to remain on-site;
- De-energizing primary and secondary underground cable; and
- Applying a protective cover to an overhead line to facilitate Customer construction or non-electrical maintenance to the Customer's own facilities for situations that last less than a week and which meet VOG' operating requirements.

#### **C.4.2. Billing**

VOG will bill for all costs at the appropriate prevailing rates (regular, overtime or holiday) incurred for planned or emergency work that is initiated by a Customer or electrician that is not a benefit to VOG and/or that occurs outside of normal VOG line crew working hours. Such work includes, but is not limited to:

- Standby, switching or barricading VOG equipment when VOG personnel must be on-site at a specific time according to the Customer's/electrician's schedule or remain on-site;
- Switching or de-energizing VOG equipment because the Customer does not want to operate the Customer-owned equipment that would de-energize the same equipment;
- Raising conductors to move houses;
- Installation of service conductors for new or rewired service that the Customer/electrician requests be installed ahead of VOG' schedule;
- Authorized work on Customer-owned electric utility equipment;
- Installation of permanent service that the Customer/electrician requests be installed outside of normal VOG working hours to avoid de-energizing temporary construction service; and

- Customer requests for VOG to perform work outside of normal VOG working hours in order for the Customer to avoid having an outage during their normal working hours even though the VOG work would take a short amount of time (i.e., less than one hour) if the VOG work for this only affects the service of the requesting Customer and does not require other Customers to be de-energized.

## **C.5. OUTDOOR LIGHTING**

VOG installs, operates and maintains the street light systems in the Village of Greenwood. VOG designs street light facilities in a manner that encourages energy conservation while also providing for public safety. Standard street lights are installed on a wood pole with a mast arm luminaire at predetermined interval spacing.

### **C.5.1. Ornamental Street Lighting**

When a new subdivision is approved, the developer of the subdivision is required to designate a lighting design on the plans. The developer must post a bond guaranteeing the installation of the street lights by a specified date. To obtain ornamental street lighting, the developer has the options of obtaining an executive order, in which case the developer is responsible for all lighting installation costs (this is the majority of cases), or establishing an Ornamental Lighting District, in which case the entity requesting the Ornamental Lighting District pays all lighting installation costs and assesses the installation costs to the benefited properties.

In existing subdivisions or neighborhoods, Ornamental Lighting Districts can be set up by Property Owners or developers if they obtain approval from 51 percent of front footage Property Owners through a petition process. The street lights will either match the neighboring area or the style will be designated by the developer. All designs must be approved by VOG and meet VOG' minimum standards. The entity requesting the Ornamental Lighting District is billed for VOG engineering and design services, as well as for VOG to stake, make final connections to obtain service and inspect the completed project. The requesting entity or the Customer and/or developer will be billed for all distribution extension costs for Ornamental Lighting Districts that exceed the amount assessed to the City of Lincoln for street lights.

### **C.5.2. Private Roadway Lighting**

VOG will work with the Customer and/or developer to ensure private roadway lighting designs meet the same standards as those of a public street. All costs are paid by the Customer and/or developer. The lighting circuit must be terminated at the Customer-installed Meter pedestal. The developer or homeowner association is responsible for Meter charges, as well as all maintenance and upkeep costs for the lighting system.

If areas with existing private roadway lighting or subdivision with no street lighting are annexed by the City, existing or newly installed lighting remains privately owned and the Property Owner is responsible for maintenance and operation

unless the public entity provides written acceptance agreeing to ownership, in which case the public entity is responsible for all energy and maintenance expenses.

### **C.5.3. Banner, Sign Attachments and Festoon Outlets**

Attaching anything to a VOG owned pole without the express written approval of VOG is prohibited. Government or private entities authorized to attach banners or signs to VOG owned poles are determined solely by VOG. Any entity requesting the placement of an attachment to a pole must meet VOG' minimum standards. These standards will be explained by VOG to the entity prior to VOG authorization.

## APPENDIX A – ELECTRIC SUPPLY GRAPHIC

