

M.J.M. ELECTRIC COOPERATIVE, INC.

SECTION III – MEMBERS AND CONSUMERS

Policy 32 Approved: 05/24/1973

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OVERHEAD AND UNDERGROUND SERVICE FOR SUBDIVISIONS

POLICY

It shall be the policy of MJM Electric Cooperative, Inc. to provide overhead and underground electric distribution service for subdivisions located within the Cooperative's service area.

RESPONSIBILITY

President/CEO, Engineering Department and Staff

DEFINITION OF TERMS

1. COOPERATIVE – MJM Electric Cooperative, Inc., incorporated under the Cooperative Laws of the State of Illinois and the power supplier as referred to in this policy.
2. SERVICE AREA – As agreed to with Ameren Illinois and this Cooperative, and on file with the Illinois Commerce Commission.
3. SUBDIVISION – Area platted in accordance with the Plat Act of the State of Illinois; which area conforms to the requirements of county, regional, and/or multi-county, planning, and/or planning and zoning bodies; which area conforms to the requirements of all state and local governmental bodies having jurisdiction thereof; which area has acceptance and approval by the County Board or any other governmental agency by the County Clerk in the county in which platted area is located.
4. DEVELOPER – Corporation, Realty Company LLC, subdivider, land developer, trustee, person or persons the individual/corporation who is developing the subdivision.
5. UNDERGROUND – High and low voltage power distribution in accordance with RUS Specifications and Drawings for Underground Electric Distribution.
6. OVERHEAD – High and low voltage power distribution in accordance with RUS Specifications and Drawings for Overhead Electric Distribution.

7. PRIMARY - The high voltage portion of the electric distribution system which includes transformer assemblies and conductors energized at more than 600 volts.
8. SECONDARY – The low voltage portion of the electric distribution system consisting of conductors and assemblies from the primary transformer to the user’s meter pedestal, meter base, or service entrance and energized at less than 600 volts.
9. SECONDARY SERVICE PEDESTAL – A device installed near lot a line which provides a junction for secondary underground service to a Member’s meter location.
10. SERVICE ENTRANCE - The point of attachment of the Cooperative’s overhead secondary service conductor on the house of the consumer; which service entrance shall incorporate a meter base furnished by the Cooperative and shall be constructed in accordance with all requirements of the National Electric Code.
11. PERMANENT SERVICE - Service to a bona fide residence, defined as a house in which a person lives, constructed on a permanent foundation.

OBJECTIVES

1. To ensure an orderly development in rural subdivisions; a development by progression which will require a minimum investment in unused facilities, both by the developer and the Cooperative.
2. To promote complete underground electric service in rural subdivisions providing electric service has not previously been extended overhead.
3. To establish a responsible executive officer or agent for the subdivision who will serve as a primary point of contact.
4. To provide adequate electric service in a manner that will enable the cost of this service to be incorporated in initial financing and thus present less of a burden to the prospective homeowner.
5. To promote an understanding which will enhance the relationship with the developer, the homeowner, and the community.

REQUIREMENTS & CONDITIONS – PRIOR TO CONSTRUCTION

1. The portion of the subdivision under consideration will have been platted and will have obtained approval of all applicable governing bodies and will have been recorded.
2. The developer shall obtain and furnish all necessary written utility easements to the Cooperative.

3. Utility easements as shown on recorded plat will have been approved by the Cooperative as adequate and compatible to the installation of overhead and/or underground conductor and electric service.
4. Utility easements will be cleared by the developer, at his or her expense, and free of trees, overhang, brush, stones, and debris.
5. Developer will incorporate in subdivision restrictions a ban on planting of trees within the utility easement. A copy of such restrictions will be made available to the Cooperative within 3 months of the time in which overhead and /or underground facilities are installed. Failure to abide by this requirement will result in the utility easement/right of way being cleared at the expense of the property owner or the developer.
6. Regarding secondary services, Member/developer shall agree to provide unrestricted right of way.
7. The developer must supply the Cooperative with one copy of any and all engineering plans, proposals and / or contracts for construction, present and future, associated with the installation of utilities and any conditions referred to in this policy.
8. Engineering plans for storm drainage facilities and all weather streets will have been presented to the Cooperative and found compatible with proposed electric facilities.
9. Engineering plans for state approved source and distribution of water supply and state approved sanitary disposal systems will have been presented to the Cooperative and found compatible with proposed electric facilities.
10. Regarding underground electric service, final grade will be established by the developer within the utility easement zone in such a manner that soil erosion and/or ground settling will not be likely to occur and damage or shift underground facilities. The Cooperative reserves the right to review the developer' s engineering and/or architectural plans for landscaping wherein final grade of all lot lines and areas adjacent ten feet thereto are clearly specified.
11. Developer must be in compliance with all Federal, State and local applicable laws and regulations.
12. Developer will pay the Cooperative Aid to Construction/Fees, prior to construction of overhead or underground electric service.

AID TO CONSTRUCTION / FEES

1. PRIMARY - MJM will provide a projected cost for primary overhead conductor or underground cable.
2. SECONDARY – Member/developer requesting overhead or underground secondary extension to a house will compensate the Cooperative either a minimum fee of \$500; or projected amount, whichever is greater. It should be noted that if the secondary cable can be placed in the same trench as the primary cable, the Cooperative will not charge an additional fee per foot on top of the charge for the primary cable.
3. If a Member/developer requests service to be installed on side opposite transformer or secondary pedestal, an additional projected cost for the extra footage related to the request will be charged to Member/developer to cover the added costs associated with a longer distance and other facilities present, which will need to be avoided, in example, septic systems, water lines, telephone lines, etc.
4. If it is necessary to cross a road, driveway or creek, the Cooperative reserves the right to assess additional fees associated with each crossing.

INSTALLATION

1. SECONDARY OVERHEAD
Cooperative will extend overhead secondary service to lot owner's service entrance providing same is located on residence at a location which provides a direct unobstructed line from pole to service entrance. Otherwise, there will be additional costs.
2. SECONDARY UNDERGROUND
Cooperative will install secondary underground conductor in a common primary/secondary trench at the time primary is installed. Secondary service pedestals will be located in utility easements with the permanent meter location to be on the side of the house/garage closest to secondary pedestal or transformer. Otherwise, there will be additional costs.

The Cooperative will provide trench and initial backfill. The Member/developer is responsible for any subsequent backfilling or landscaping.

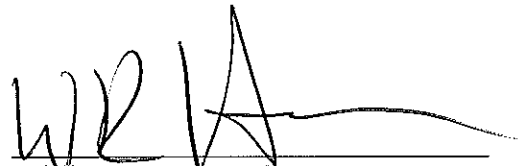
In the event the Cooperative is required to relocate or repair underground due to damage or obstructions caused by the Member/developer, the Member/developer will pay the full cost of repair or replacement. Cooperative will furnish meter base to be properly installed by Member/subdivider.

LIGHTING

Lighting of an overhead or underground subdivision should be determined prior to the installation of primary electric service. The Cooperative may be able to provide limited assistance with standard/basic lighting but ultimately the developer is responsible for lighting in the subdivision.

MISCELLANEOUS

1. Abnormal trenching conditions, when anticipated, may preclude the Cooperative from extending electric facilities underground. The final decision as to whether or not underground can be installed will be determined by the MJM Engineering Department at their discretion.
2. Once installed, overhead and underground installations cannot be readily relocated, therefore, original installations must be well planned and considered final. Relocations that take place after a final installation will be based on actual costs associated with the relocation and will be the responsibility of the developer. Estimated expenses must be paid in full to the Cooperative prior to relocation.
3. Renegotiations will be required should the development of a new section from the original subdivision be proposed.
4. Staking sheets with sketches of line routing will be attached to and made a part of the agreement between Cooperative and developer.
5. The Cooperative reserves the right to adjust the fees under this policy with approval of the Board of Directors, from time to time as needed.



William R. Heyen, Secretary

**MJM Electric Cooperative, Inc.
Subdivision Service Agreement**

Name of Subdivision: _____

1. The undersigned _____ (herein called the Developer) requests the extension of electric power facilities to the following described subdivision:

(herein called the Subdivision)

2. It is understood and agreed that in consideration of the premises, the Cooperative will extend electric facilities to the Subdivision in accordance with the Cooperative's Overhead & Underground Service for Subdivisions policy (herein called the Policy). A copy of said Policy is attached to and made a part of this agreement.

3. It is understood and agreed that the Cooperative's initial extension of electric facilities will provide service for _____ lots as indicated on attached EXHIBIT #1 of said Subdivision, provided by Developer.

4. It is understood and agreed that in consideration of and prior to construction of electric facilities, the Developer must pay the Cooperative the sum of \$_____ in accordance with Policy provisions.

5. It is further understood and agreed that it shall be the Developer's responsibility to inform prospective lot owners of all the provisions of this agreement and attached Policy.

6. IT IS FURTHER UNDERSTOOD AND AGREED THAT this agreement shall extend to and be binding upon the heirs, successors, and assigns of the parties hereto.

ATTEST:

MJM Electric Cooperative, Inc.

Developer

By _____
President/CEO

Developer

DATE OF AGREEMENT