

## MOUNTAIN ELECTRIC COOPERATIVE, INC.

**Policy Bulletin 10-21**

SUBJECT: Right-of-Way Maintenance: Special and/or Non-Chemical Treatment Methods

The Cooperative has the legal right to maintain its rights-of-way (ROW) per Policy Bulletin 10-20 which includes mechanical and herbicide treatment methods. MEC is using an integrated long-term approach, to vegetation management based on Quality Vegetation Management practices with the goal to provide more effective, targeted vegetation control, restoring and improving plant, animal and human habitat, and strengthening relationships with customers and communities by reducing the need for long term ROW maintenance activity. This approach utilizes both mechanical & herbicide methods and is superior over “mechanical-only” methods. However, to accommodate members who have strong concerns regarding chemical treatment, the following policy has been implemented to provide a non-chemical option.

## POLICY:

I. PURPOSE

- A. To provide cooperative customers an alternative to chemical treatment on cooperative’s rights-of-way by listing property for non-chemical methods during right-of-way (ROW) maintenance.
- B. To ensure that any increased costs from non-standard ROW treatments are not subsidized by other members, the additional cost for said non-standard ROW treatments will be paid for by the individual customer desiring the non-standard treatment.

II. CUSTOMER REQUIREMENTS FOR SPECIAL ROW TREATMENT/WORK

- A. Customer agrees to compensate MEC for the increased costs of any special or non-standard ROW treatment/work. The increased costs shall be estimated by MEC and billed to the member requesting the special treatment in the form of a Contribution-In-Aid of construction charge and shall be paid prior to treatment/work.
- B. The customer desiring non-standard treatment shall sign an cooperative agreement acknowledging conditions of special treatment including their obligations to compensate the cooperative for any increased ROW maintenance costs.

III. “NO SPRAY” LIST CUSTOMER REQUIREMENTS

- A. MEC application/agreement: Requests to have property listed on a “No Spray” list shall be submitted on a MEC application/agreement form and submitted by the property owner(s) or property owner’s legal representative(s). Upon application/agreement approval by MEC, the applicant will be placed on the Cooperative’s “No Spray” list.
  - a. Included in the agreement, the applicant(s) acknowledges conditions of special treatment, including customer’s obligations to compensate the cooperative for any increased ROW maintenance costs due to non-chemical treatment methods.
  - b. Applicants with outstanding Contribution-In-Aid charges are ineligible to be placed on the “No Spray” list. These applications, if received, shall not be accepted.
  - c. For proof of ownership, the applicant shall provide copy of recorded deed of property to be listed.

- d. To identify and document property boundary lines, the applicant shall provide a current certified survey plat with boundary description, which shall be included with the application. MEC's ROW shall be identified on the plat.
- B. Applicant will purchase "No Spray" signs from MEC and install and maintain signs per paragraph V.B below. A minimum of two MEC "NO SPRAY" signs must be purchased within 30 days of agreement acceptance by MEC or the agreement is voided. MEC is not responsible for avoiding property where signs are not easily visible.
- C. Applicant agrees to allow MEC access to perform non-chemical (mechanical) ROW maintenance per MEC Policy Bulletin 10-20 "Standard for Right-of-Way Maintenance" with the exclusion of Section III.A.3. (Chemical treatment) when necessary as determined by MEC.
- D. Applicant agrees to pay MEC for the increased costs due to non-chemical ROW work. The increased costs shall be estimated by MEC and billed to the member requesting the special treatment in the form of a Contribution-In-Aid of construction charge. Failure to pay by the due date will void the member's "NO SPRAY" listing at this location and at any other location in the member's name.
- E. Any changes to contact information as listed on the application/agreement shall be reported in writing to the member's local office within 30 days of said change. Incorrect contact information will void the agreement in the event a member doesn't respond to MEC communication attempts. (See IV.D.b.)
- F. The agreement is voided for property that is sold by the applicant. After an ownership change, a new application/agreement is required to reestablish the "NO SPRAY" listing.

#### IV. "NO SPRAY" LIST COOPERATIVE REQUIREMENTS

- A. When an inquiry is made or an application is received, a MEC representative will contact applicant (in person if possible) to carefully explain MEC's ROW maintenance program in order to provide clear understanding of herbicide advantages and risk. If member continues to desire non-chemical treatment, then this policy is explained, including additional cost responsibilities, and the application will be approved.
- B. MEC will maintain applicant's property described on application on MEC's list of approved applications of property owners desiring non-chemical ROW maintenance ("NO SPRAY" list) for a period of ten years from date application/agreement was approved by MEC.
- C. ROW maintenance Crew(s) will make every effort to avoid herbicide treatment on property whenever MEC "NO SPRAY" signs are encountered during normal (non-outage) maintenance work.
- D. Prior to entering a "No Spray" listed property to perform non-chemical ROW maintenance work, a designated MEC representative will attempt to contact the member/property owner per contact instructions on application/agreement to notify them of needed work and their obligations under the No Spray" agreement.
  - a. After conferring with property owner:
    - i. If only normal mechanical work as designated in PB 10-20 is planned, MEC will perform the work and invoice the member for the increased costs of the non-chemical ROW work.
    - ii. If additional work is requested, such as extra brush clean-up, MEC will estimate the additional cost and include this amount to the cost estimated in paragraph IV.D.a. above and invoice the customer. Once payment is received, MEC will perform the work within 90 days of payment.
  - b. If no response is received from the customer within 30 days of a bona fide written contact attempt, the customer's "NO SPRAY" listing and associated agreement at this location

and at any other location in the customer's name will be voided. MEC will then perform the work and invoice the customer for the increased costs the non-chemical ROW work.

- E. Billing to the customer will be in the form of a non-refundable Contribution-In-Aid of construction charge. The invoice Due Date will be approximately, but not less than, 30 days from the billing date.
- F. Failure to pay by the due date will void the customer's "NO SPRAY" listing and associated agreement at this location and at any other location in the customer's name. Agreement(s) will be marked "Void due to non-payment" with copy of non-paid invoice attached.

#### V. "NO SPRAY" SIGN REQUIREMENTS

- A. Signs shall be purchased from MEC and installed and maintained per MEC specifications by the customer. Only MEC approved "no spray" signs will be acceptable.
- B. Signs shall be properly maintained, shall be in plain view, free from vegetation and clearly intelligible enough to read from 30 feet away and located at:
  - a. Property lines: Signs shall be installed at each property line within MEC's ROW as needed to provide easily visible identification for approaching ROW maintenance crews. Signs should be mounted between 5 and 8 feet above ground.
  - b. Entry Points: Sign(s) shall be installed at all entry points into property in plain view of entering vehicle traffic.
  - c. Light Poles: Sign(s) shall be installed at a distance of at least ten (10) feet away from any electric distribution pole. Sign(s) shall not be installed on poles.
- C. MEC is not responsible for avoiding property where signs are not easily visible, such as signs overgrown with vegetation, signs that have fallen or just generally hard to see signs.

#### VI. RESPONSIBILITY

A. The Construction and Operations Superintendent will be responsible for seeing that this practice is followed and for seeing that the best possible relations are maintained with property owners.

**EFFECTIVE:** April 1, 2009