

# POWELL VALLEY ELECTRIC COOPERATIVE

## POLICY NO. 100 – 6 A

### Opt-Out Policy

#### I. OBJECTIVE

To provide a means by which to accommodate those members objecting to the Cooperative's use of herbicides on the Cooperative's Rights-of-Way crossing their lands.

#### II. GENERAL

The Cooperative owns approximately 3,500 hundred miles of primary distribution and transmission lines serving approximately 1,100 square miles of service area. Its preferred means of keeping its rights-of-way clear includes the application of herbicides. Some members object to the use of herbicides and it is the purpose of this policy to provide them with an alternative, by which (subject to the terms of this policy) the Landowner(s)/Acting Agent(s) may restrict the Cooperative's use of herbicides on a designated portion or all of the Cooperative's rights-of-way crossing the Landowner's property for a given period of time. This alternative policy is called "opt-out".

#### III. NOTIFICATION

- A. The Cooperative should make a reasonable effort to notify members with active accounts by:
  - 1. Publishing a general advance notice in the Cooperative's Tennessee and Virginia Magazines; and
  - 2. Printing a specific advance notice to be included with the member's electric bill prior to beginning herbicide treatment.
  - 3. Website
- B. The Cooperative assumes absolutely no responsibility for its failure to notify Landowner(s) of tracts of land having an active, inactive, or no electric account.
- C. The Cooperative shall make available to the Landowner(s)/Acting Agent(s) a list of the herbicides that it plans to use.
- D. It is strictly the responsibility of those Landowner(s)/Acting Agent(s) wishing to opt-out to notify the Cooperative of their desire to do so.

#### IV. SITE IDENTIFICATION

- A. A cooperative representative should meet on site with the applicable Landowner(s)/Acting Agent(s) (or designees) who must then physically show the Cooperative representative the specific location of all Cooperative right-of-way limits of the opt-out area. The Landowner(s)/Acting Agent(s) must take full responsibility for the accuracy of these designated limits.
- B. The Landowner(s)/Acting Agent(s) must purchase (from the Cooperative), erect and prominently display the Cooperative required signage (facing outward from the op-out tract of land) at each location that the Cooperative's line enters or exits the op-out area. Due to safety concerns, the signs may not be attached to Cooperative's owned poles.

- C. The Landowner(s)/Acting Agent(s) may opt-out a portion or all of the Cooperative rights-of-way crossing the Landowner(s) property, but said area must be clearly marked with signage and shown to the Cooperative's representative.
- D. The Cooperative should employ GPS technology to define the Cooperative's enter/exit limits of the opt-out tract and add this information to the Cooperative's no spray maps.

#### **V. OPT-OUT AGREEMENT**

- A. The Cooperative will require the Landowner(s)/Acting Agent(s) desiring to opt-out to execute a two-calendar year term opt-out agreement.
- B. The agreement must include the terms of this policy.
- C. The agreements are NOT automatically renewable, but will require that new two-year agreements be executed every two years if the Landowner(s)/Acting Agent(s) desires continued opt-out coverage.
- D. The Landowner(s)/Acting Agent(s) must certify ownership of the opt-out area. This opt-out agreement is nontransferable.
- E. The Landowner(s)/Acting Agent(s) has 75 days from the date of the initial site visit in (IV, A.) above to bring the opt-out right-of-way area into compliance with the Cooperative's clear right-of-way standards. The Cooperative should then perform a follow-up verification right-of-way inspection. If the opt-out area fails to meet these standards, the Landowner(s)/Acting Agent(s) may (at the sole discretion of the Cooperative) be given a small amount of additional time if special circumstances warrant such. Once this 75 day window (or extension of same) closes, the Cooperative may, at its sole discretion, cancel the applicable opt-out agreement and clear the right-of-way by whatever means (including herbicide application) it chooses, without liability or obligation to the Landowner(s)/Acting Agent(s).
- F. The Landowner(s)/Acting Agent(s) is prohibited from cutting any trees that have grown above any wires or have the potential of coming in contact with any wires when cut.
- G. The Landowner(s)/Acting Agent(s) is required to indemnify and hold harmless the Cooperative, its officers, employees, and agents from and against any liability for loss of life, personal injury, or property damage and any other claims or demand, including all reasonable attorney's fees and expenses, arising from or related to the Landowner(s)/Acting Agent(s) or designee's maintenance efforts on the Cooperative's rights-of-way.
- H. The Cooperative's standard right-of-way widths are 100 feet for transmission lines (lines greater than 26 kv) and 40 feet for overhead primary distribution lines (lines having voltages of 7.2 kv to 26 kv).

#### **VI. RESPONSIBILITY**

The General Manager or designee shall develop and administer this policy.