

401. Utility Electric Code**A. Scope**

The Cooperative may develop and require a consumer to meet certain electrical specifications or codes necessary to the continuity and safety of electric codes.

B. Authority

The consumer and the Cooperative shall conform to and be bond by the statutory authority of the national, sate and local utility codes.

C. Approval

The Cooperative reserves the right to inspect the consumer's electrical facilities and enforce the terms and conditions set forth in this rule.

D. Code

The purpose of the adoption of this National Electric, State and local utility code is to safeguard personnel, buildings and their contents from hazards arising from the improper use of electricity, and to assure the quality and reliability of electric service provided to a consumer by the Cooperative.

1. General**a. Mandatory and Advisory Rules**

The mandatory rules of the code are characterized by the use of the word "shall." Advisory rules are characterized by the use of the word "should" or "may" are stated as a recommendation of that which is advised but not required.

b. Distribution Facilities

The Cooperative shall own, operate and maintain all electric equipment and facilities up to the point of delivery. The consumer shall install, own and maintain all electric equipment and facilities beyond the point of delivery.

c. Attachment of Electric Service

The consumer shall provide without charge to the Cooperative, a location upon his premises and/or buildings, etc., where the Cooperative may attach the secondary service conductors.

The point of attachment shall be mechanically sound, and should the point of attachment become unsound, the consumer shall notify the Cooperative immediately and provide a remedial solution to maintain a mechanically sound point of attachment.

The Cooperative shall not attach to a trailer house or mobile home.

d. Points of Delivery

Varies with the meter location:

- i. Meter on the House (MOH) – The point of delivery shall be at the point where the Cooperative’s secondary service conductor contacts or is attached to the building or house.
- ii. Meter on the Pole (MOP) – The point of delivery shall be at the point where the Cooperative’s secondary service conductor contacts or is attached to the pole.
- iii. Meter on Underground Service Entrance (MOUSE)-The point of delivery shall be at the point where the Cooperative’s underground secondary service conductor is attached to the lugs on the top side of the meter base.

2. Metering

a. Meter Location and Accessibility

The meter shall be located on the outside of a consumer’s building or on a meter pole immediately accessible to meter readers and other authorized personnel.

b. Meter Pole

The meter pole may be provided by the consumer, in which case the meter pole will be (i) owned and maintained by the consumer, and (ii) the sole responsibility of the consumer. In the alternative, the meter pole may be provided by the Cooperative, in which case the meter pole will be (i) paid for by the consumer through a contribution in aid of construction, (ii) owned and maintained by the Cooperative, and (iii) the sole responsibility of the Cooperative. Meter pole material, design and installation must meet all code conditions and Cooperative specified standards, including minimum height and clearance requirements.

c. Meter Loop

The Meter Loop may be provided by consumer or may be purchased from the Cooperative The meter loop will be owned and maintained by the consumer and will be the sole responsibility of the consumer. Meter loop material, design and installation shall meet all code conditions and Cooperative specified standards.

d. Meter Base

The meter base may be provided by the consumer or may be purchased from the Cooperative. The meter base, wire and all connections inside the meter base will be owned and maintained by the consumer and will be the sole responsibility of the consumer.

The meter base shall be affixed to a meter loop and attached to a building or meter pole not less than five feet (5') and not more than six feet (6') above ground level. Meter base material, design and installation shall meet all code conditions and Cooperative specified standards.

The Cooperative's meter will be installed by the Cooperative in the consumer's meter base. The meter will be owned and maintained by the Cooperative and will be the sole responsibility of the Cooperative. A seal will be affixed to the lid or ring on the meter base by the Cooperative, and the consumer must not remove the seal without the Cooperative's prior consent. Removing the seal without authorization is considered tampering.

3. Electric Service

a. Joint Use of Electric Facilities

The consumer shall not install wiring or attachments to any part of the Cooperative electric system. No other attachments or use is permissible unless authorized by the Cooperative.

b. Connection of Electric Service

The Cooperative shall connect, disconnect and provide all work and materials required to the point of delivery of electric service. Exception – The consumer may be required to furnish special or unusual connection devices to the Cooperative for connection of electric service.

c. Consumer Premises

The Cooperative shall not be required to provide or maintain electric facilities owned by the consumer beyond the point of delivery, except in special cases, where the Cooperative may own and operate electric facilities beyond the point of deliver.

d. Continuity of Service

The Cooperative will use reasonable diligence, under standard utility practices, to provide the consumer with central station electric service.

4. Consumer's Electrical Equipment

All electric equipment owned operated and maintained by the consumer shall be required to meet all code conditions.

a. Service Entrance Equipment

Beyond the point of deliver shall be furnished by the consumer and shall be required to meet all code conditions.

b. Consumer's Electrical Equipment

The consumer shall be responsible for the electrical protection of equipment owned and operated by him beyond the point of delivery.

c. Electrical Inspection

The Cooperative may inspect the consumer's electrical system to determine if the electrical facilities meet all conditions of code and safety. Electrical facilities that do not meet National, State or local codes may be immediately disconnected until such conditions or violations of code are corrected.

d. Unauthorized Equipment

The consumer shall not operate electrical equipment, with electrical characteristics, that will create irregular or intermittent electrical problems affecting the consumer's service or the electric service of others.

e. Motor Starting Equipment

The consumer shall receive the approval of the Cooperative as to the type of starting equipment installed on motor loads in excess of 25 Horsepower, which may cause unusual variations, and fluctuations of voltage and power flow on the electric system. The consumer, subsequent to or after connection to the system, may be required to correct any condition causing unusual variation or fluctuation.

f. Electrical Protection

The consumer shall be responsible for the electrical protection of all electric equipment operated by him/her.

g. Consumer Electrical Requirements

The consumer shall specify his/her electrical requirements to the Cooperative and the Cooperative shall provide and design adequate electrical capacity.

h. Unauthorized Service Extensions

The consumer shall not extend his/her electric service facilities to adjacent premises or property, whether owned by him/her or others, without the consent of the Cooperative.

5. Characteristics of Electric Service

Electric service shall be supplied by the Cooperative as alternating current, 60 Hertz, at available secondary voltages to the point of delivery at the consumer's premise.

a. Secondary Voltages

The Cooperative will furnish single or three phase electric service at standard secondary voltages, as follows:

- i. Single Phase – 120/240 Volt, 3 wire service
- ii. Three Phase – 240 or 480 Volt, 3 wire service
- iii. Combination – 120/240, 4 wire service, 120/208 Volt, 4 wire service; 277/480 Volt, 4 wire service

b. Primary Voltages

Transmission or distribution voltages used to transmit power are not available for consumer utilization except in very exceptional cases.

6. Security Light Code

- a. Security light installations and related appurtenances shall be owned, operated and maintained by the Cooperative. All facilities installed on the consumer's premises shall be the property of the Cooperative.
- b. Security light installations shall be controlled by light sensitive photoelectric cells.
- c. Security light maintenance required shall be the consumer's responsibility to notify the Cooperative.
- d. Security light installations shall own be maintained by the Cooperative during normal working hours and under favorable weather conditions.
- e. Security light installations may be installed on a temporary basis in accordance with the rules and regulations covering temporary electric service.
- f. Security light installations may be inoperative during periods within a month, but such periods shall not causes the net rate per month to be adjusted.

- g. The Cooperative reserves the right to remove lamp and appurtenances at any time in the event more than two calls per year become necessary due to vandalism or other causes over and above regular maintenance required unless the consumer agrees to pay for the additional calls and costs incurred to the security light under his custody and control.
- h. Security light installations with photoelectric controls are estimated at 4000-hours/year use.

7. Miscellaneous Conditions and Codes

a. Mast Risers

Mast risers on buildings (MOH), to attain adequate height at the point of attachment, shall be a minimum of 1 1/2" rigid conduit with sufficient strength to support the stress imposed by the service conductor.

b. Motor Horsepower Limitations

The consumer shall not install or operate a single-phase motor in excess of ten (10) horsepower on the electrical system without written permission of the Cooperative.

c. Power Generation Equipment

The consumer shall not interconnect power generation equipment into his/her electric system without written permission of the Cooperative.

d. Meter Loop Specifications

All meter loops shall be built according to specification kept on file at the cooperative.

402. Consumer/Cooperative Responsibility

A. General

The Cooperative and the consumer must coordinate all business activities to maintain dependable electric service, and develop a sound business or service relationship.

B. Cooperative Responsibility

1. Agreement for Electric Service

The Cooperative shall provide proposed electric agreements with supporting rates, rules and regulations, and other addendums necessary or required by a transaction.

a. The Cooperative shall make a reasonable effort to inform a consumer of financial and contractual obligations under any agreement for electric service.

b. The Cooperative, upon request, shall provide the consumer with a cost estimate for new electric facilities or services prior to delivery of such services.

2. Operations

The Cooperative shall provide all work, services, and operational requirements upon the primary and distribution electric facilities, in accordance with the Rules and Regulations, up to the point of delivery on the consumer's premises.

3. Consumer Premises

The Cooperative shall not be required to provide or maintain electric facilities owned by the consumer beyond the point of delivery.

4. Connect of Electric Service

The Cooperative shall connect, disconnect and provide all work and materials required as the point of delivery of electric service. Exception – The consumer may be required to furnish special or unusual connection devices to the Cooperative for connection of electric service.

5. Continuity of Service

The Cooperative will use reasonable diligence to supply steady and continuous electric service at point of delivery, but will not be liable to consumer for any damages occasioned by irregularities or interruptions.

In order to make repairs to or changes in the Cooperative's facilities for supplying electric service, the Cooperative reserves the right, without incurring any liability thereof, to suspend service without notice to the consumer for such periods as may be reasonably necessary.

6. Liability

The Cooperative is not liable for damages resulting from service interruptions beyond the direct control of the Cooperative.

C. Consumer Responsibility

1. Application – Agreement for Electric Service

Any person, firm, association, corporation or body politic located within the Cooperative service area shall make application at the office maintained by the Cooperative.

2. Codes

The consumer shall meet all conditions specified in the national, state and local codes in accordance with the law.

3. Consumer's Electric Facilities

The consumer shall install and own all electrical equipment, apparatus, wiring and facilities upon his/her premises beyond the point of delivery.

4. Relocation of Equipment

The consumer shall not move or relocate existing electric equipment of facilities affecting or changing the point of delivery without authorization of the Cooperative.

5. Service Interruptions

The consumer shall be responsible for reporting service irregularities or interruptions upon his/her premises to the Cooperative.

6. Property Liability

The consumer shall be responsible for all damage to or loss of the cooperative's property located upon his/her premises, unless occasioned by causes beyond his/her control, and shall not permit anyone who is not an agent of the cooperative to remove or tamper with the cooperative's property.

7. Resale of Electric Energy

The consumer shall not resell or share electricity with others.

8. Ingress and Egress

The consumer shall allow duly authorized cooperative personnel access to their premises in the performance of their duties.

9. Obstructions to Electric Facilities

The consumer shall be required to provide the cooperative with an unobstructed right of way on his/her premises.

10. Service Extensions

The consumer shall not extend electric service facilities, whether owned by him/her or others, to adjacent premises, without written consent of the Cooperative.

11. Consumer's Discontinuance of Electric Service

The consumer is required to notify the cooperative, in writing, a minimum of three (3) working days prior to the intent to terminate electric service. Failure to do so does not relieve the consumer from unauthorized use of power by others or unknowns.

12. Consumer Meter Reading

The consumer may be required to read his/her meter or meters each month.

13. Consumer's Power Factor

The consumer shall maintain a 90% power factor and may be required to correct the power factor upon written notice from the cooperative.

14. Generation Interconnections

The consumer shall not connect any generation equipment or alternate power source to his/her or the cooperative's distribution system without written permission of the cooperative.

15. Electric Protection of Service and Equipment

The consumer will be solely responsible for the electrical and mechanical protection of equipment owned and operated by him/her.

16. Rules and Regulations

The consumer, upon execution of an agreement for electric service, shall be bound by the Rules and Regulations of the Cooperative.

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17. Consumer Liability

The consumer assumes all responsibility for the electric service upon the consumer's premises beginning at and from the point of delivery thereof and the wires, apparatus and appurtenances used in connection therewith and will protect and save the cooperative harmless from all claims for injury or damage to person or property occurring upon the consumer's premises or at and from such point of delivery, occasioned by such electric current or said wires, apparatus and appurtenances, except where said injury or damage shall be shown to have been occasioned solely by the negligence of the cooperative.

18. Consumer's Electrical Requirements

The consumer shall specify his total electrical requirements to the cooperative at the time of application for electric service, and shall notify the cooperative of any substantial increase in capacity requirement thereafter.

In the event a consumer shall add to or increase the size of his electrical equipment, he shall notify the cooperative so that its meter and other equipment may be enlarged sufficiently to care for the increased load. If the consumer fails to so notify the Cooperative, he will be held responsible for any damage to the meter or other equipment of the cooperative caused by such increased load.

403. Meters and Meter Reading

403.1 Location and Installation of Meter

The Member shall provide, without cost to the Cooperative, at an easily accessible and suitable location acceptable to the Cooperative, sufficient and proper space for installation of meters and other apparatus of Cooperative; such as, meter board, meter loop, safety service switches when required and an adequate anchor for service drops.

The meter shall be accessible to the Cooperative at all times. The meter shall be located on the outside of any building or structure and shall be moved to the outside, at the Member's expense, if its location is inside of such building or structure as the result of remodeling or structural additions.

403.2 Ownership of Meter

The Cooperative shall provide, install, own and maintain all meters necessary for the measurement of electric energy. Such meters shall be of a standard type, which meet industry standards except that special meters not conforming to such standards may be used for nonbilling purposes such as quality of service investigation and experimental uses.

403.3 Relocation of Meters

When the Member requests a change of the location of the meter, or due to alterations on Member's premises a relocation of the meter is required, the Member shall provide and install at Member's expense all wiring and equipment necessary for the relocation of the meter.

If the relocation of the meter also requires a relocation of the Cooperative's facilities then the Member shall pay to the Cooperative the total cost of the relocation.

403.4 Metered Service

The Cooperative shall provide one metered service, and shall not combine or extend electric service or facilities to an alternate or separate location beyond a point of delivery.

403.5 Metering of Electricity

All the electricity sold by the Cooperative shall be metered, except for electric service where the load is constant and the consumption can be computed.

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403.6 Meter Reading

- A. The Cooperative shall read all meters, except in cases where cost or other constraints exist, the Cooperative may require the consumer to read his/her own meter.
- B. All meters shall be read at approximately thirty (30) day intervals, except for seasonal load where accurate readings may be obtained when read at greater intervals.
- C. Whenever Members of the Cooperative are responsible for reading each meter through which electric service is furnished to Member, each meter is to be read every month and the readings entered in the spaces provided on the stub portion of the bill card to be returned with remittance. Members are requested to read each meter on the day the bill is received to assure approximately the same number of days in each billing period.
- D. If requested by the Member, the Cooperative may install an automated meter reading (AMR) device and read the Member's meter(s) on a monthly basis and may charge the member a monthly fee per meter.
- E. If a Member fails to submit a meter reading, or the reading is not received in time for billing, the Cooperative may estimate the Member's meter reading. Such reading will be identified as estimated on the Member's electric bill.
- F. The Cooperative may place Member on an established meter reading route and read the meter at no cost to Member, or may install an AMR device to read the meter monthly.
- G. The Cooperative, at no cost to the Member, may install AMR devices and remotely read monthly the meters of high cost residential accounts and those nonresidential accounts whose consumption of electric energy is measure by demand type kilowatt-hour meters, and rectifiers, and selected oil and gas related accounts.

When there is good reason for doing so, the Cooperative may submit an estimated bill for not more than two consecutive months. In months when meters are not read, the Cooperative shall provide a notice to the Member and request that the Member read the meter and return the reading to the Cooperative. If this reading is not received in time for billing, the Cooperative shall render an estimated bill.

403.7 Meter Records

Meter records shall be maintained by the Cooperative and show:

1. Name of Manufacturer
2. Serial Number (actual or assigned)
3. Meter Location/consumer
4. Meter Data
 - a. Type
 - b. Voltage
 - c. Capacity (Amperes)
 - d. Phase/Wire
 - e. Demand Interval
 - f. Constant (KH)
 - g. Ratios
5. Meter Activity Record

403.8 Metering Testing

The Cooperative shall maintain a meter-testing laboratory with qualified meter technicians, or associate with an outside laboratory facility approved by the Commission.

1. Pre-Installation Inspections

All meters shall be tested by the Cooperative, or their authorized representative, prior to installation upon a consumer's electric service.

2. Post-Removal Inspections

All meters shall be tested prior to adjustments, repair or calibration upon removal from service. Results of tests shall be recorded in the Meter Activity Record.

3. Meters for Retirement

Meters removed from service, and deemed unsatisfactory, need not be tested.

4. Meter Accuracy Standard

All meters in service shall be accurate with +/- 2%.

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5. Meter Test Schedules

The Cooperative shall establish a periodic and continuing meter-testing schedule not to exceed:

- a. Single Phase, Self-contained 8 years
- b. Poly Phase/Demand
 - W/instrument Transformers 4 years
 - Self-Contained 6 years
- c. Block-Interval, Graphic 2 years

The meter-testing schedule shall provide for interim sampling and statistical sampling.

6. Meter Testing Standards

The Cooperative shall maintain, or have access to secondary standards, including:

- a. One indicating voltmeter accurate with .25%
- b. One portable rotating standard watt/hour meter accurate within .5%

7. Meter Test Data

The meter testing record shall include the following:

- a. Consumer and location
- b. Meter number
- c. Date of test
- d. Kind of test
- e. Meter constant
- f. Tester and observer
- g. Measuring device
- h. Meter reading prior to test
- i. Accuracy as found (light and heavy load)
- j. Accuracy as left (light and heavy load)
- k. Statement of Repairs
- l. Disposition of Meter
- m. Results to the Consumer (if applicable)
- n. Calculations

8. Retention of Meter Test Records

Shall be maintained by the Cooperative for a period of one (1) year after the retirement of the meter.

9. Meter Test

No charge shall be made for a meter test except as provided in this rule. If the meter has been tested by the Cooperative, or by an authorized agency, at the customer's request, and within a period of four years the customer requests a new test, the Cooperative shall make the test, but if the meter is found to be within the accuracy standards established by the American National Standards Institute, Incorporated, the Cooperative may charge the customer a fee which reflects the cost to test the meter.

10. Bill Adjustments – Due to Meter Error

The Cooperative shall increase or decrease a consumer's charges retroactively for a period of six (6) billings if the meter is found to be in error over or under 2% as specified herein.

A consumer's meter found not registering, may be adjusted retroactively for a period not to exceed three (3) months. Such adjustments may be an average kWh use/month for the prior three (3) months or the kWh use/month for the corresponding months in the prior year, whichever is greater.

403.9 Meter Reading Estimates

Estimated meter readings may be required. In this event, the Cooperative shall:

1. Estimate the kWh use based on same month prior year or, if not available, previous month.
2. The Cooperative will not estimate a consumer's energy consumption for more than two (2) consecutive meter readings. If the consumer is required to read his/her own meter, and does not, the Cooperative shall read the meter and charge the consumer in accordance with the established herein.

404. Access and Right of Way

Members shall admit to Member's premises, at all reasonable hours, personnel authorized by the Cooperative to inspect, install, remove or replace Cooperative's property, or to read Cooperative's meter, or to perform other activities necessary to provide electric service including tree trimming and tree removal where such trees, in the opinion of the Cooperative, constitute a hazard to Cooperative personnel or facilities, or jeopardize the providing of continuous electric service. Refusal on the part of the Member to provide reasonable access may be sufficient cause for discontinuance of service with notice.

Any Member and/or property owner who has provided an easement to the Cooperative and who wishes to lock the gates or gaps providing access to the property shall allow the Cooperative to install the Cooperative's standard padlock on the gates or gaps to insure reasonable access to the Cooperative's facilities.

The Cooperative may trim or remove plants or trees, without liability to the owners of such plants or trees that, in the opinion of the Cooperative, constitute a hazard to Cooperative personnel or facilities or potentially jeopardize the continuity of the Cooperative's electric service.

The Member shall not charge fees of any type for access to Member's premises.

The Member shall use reasonable diligence to protect personnel authorized by the Cooperative or by law to have access to Member's premises, and Member shall not cause nor allow or continue any practice, installation or occurrence which endangers the safety of Cooperative personnel or the Cooperative's agents.

405. Protection of Cooperative's Facilities on Member's Premises

The Member shall use reasonable diligence to protect the Cooperative's facilities installed on Member's premises. In the event of loss of, or damage to, Cooperative's facilities on Member's premises, caused by or arising out of carelessness, neglect or misuse by Member or unauthorized persons, the Cooperative may require the Member to reimburse the Cooperative for the cost of such damage.

406. Extension of Member's Facilities

The Member shall not extend Member's installation or facilities across or under public thoroughfares, streets or alleys, or other lands not owned by Member, without the written consent of the Cooperative.

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407. Member's Electric Load

407.1 Load Balance

The Member shall control the use of electric energy so that Cooperative's electric load at the point of delivery is in reasonable balance.

407.2 Motor Installations

All motor installations shall be in accordance with the following schedule unless permission is provided by Cooperative, in writing.

- A. Motors rated 10 HP, or less, shall be single phase unless the Member is already receiving three-phase service.
- B. Motors rated over 10 HP shall be three phase.
- C. The Cooperative may, at any time, require the Member to furnish at the Member's sole expense, equipment and/or devices acceptable to the Cooperative to limit the effect of motor starting on Cooperative's electric system to a level acceptable to Cooperative.
- D. All motor starting devices are to be of a type approved by Cooperative and are to be provided, operated, maintained and installed by Member.
- E. Power factor correction capacitors shall be installed to correct the motor's power factor to at least 95%.

407.3 Intermittent Electric Loads

Electric service to equipment such as large motors or compressors, spot and arc welding machines, X-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, rock grinders, and any other type of customer equipment whose use of electricity is intermittent and subject to violent fluctuations, is provided by the Cooperative under the express condition that the operation of such equipment not interfere with the quality of the Cooperative's service to other members. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120-volt operation, Members or applicants for service contemplating the installation of such equipment shall make specific prior arrangements with the Cooperative for service.

407.4 Equipment Impairing Service to Other Members

The Cooperative may decline to provide service, or may disconnect service, to Member's equipment whose operation may adversely affect Cooperative's service to its other Members until the Member having such equipment has, at Member's sole expense, taken all necessary corrective measures to reduce these adverse effects to a level acceptable to the Cooperative.

Cooperative may require Member to provide, at Member's sole expense, suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in Member's installation where Member is found to be operating electric equipment

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which produces voltage fluctuations, interference or distorted waveforms, which adversely affect electric service provided by Cooperative to Members.

In lieu of requesting Member to install such suitable or special equipment limiting such adverse effect, Cooperative may, at its option, install at Member's cost additional transformer capacity (which may or may not be dedicated solely to such member) or other equipment specially designed to reasonably limit such adverse effect.

407.5 Voltage and Wave Form Sensitive Equipment

Any Member planning the installation of, or operating electric equipment such as computers, communication equipment, electronic control devices, etc., whose performances may be adversely affected by voltage fluctuations and distorted 60 hertz wave forms shall be responsible for providing and installing the necessary facilities to limit these adverse effects.

407.6 Exclusive Service

The service provided by the Cooperative is for the exclusive use of the Member receiving service, and the Member shall not resell or share with any other consumer any such electric energy. The member shall not cause or permit another source of electric energy to operate in parallel with the Cooperative's system or use the Cooperative as a source of standby, auxiliary or supplemental service unless the Member has a written agreement with the Cooperative permitting such an arrangement.

407.7 Prohibited Uses

The member shall not use electric energy for any unlawful purpose or in such a manner that life or property may be endangered.

408. Attachments to Cooperative's Poles

No posters, banners, signs, light fixtures, radio or television antennas, basketball backboards, fences, structures, or any other type of foreign object may be attached to the Cooperative's property and equipment.

Any person who violates this provision shall be notified and requested to remove all foreign objects and/or equipment from the Cooperative's property. If the Member fails to remove said foreign objects immediately, the Cooperative will remove said foreign objects and/or equipment and bill the person for the cost incurred. The Cooperative may remove any foreign objects and/or equipment from the Cooperative's property and equipment without notice and without liability to the owner of said foreign objects.