

October 31, 2018

REVISED AND RESTATED SERVICE RULES AND REGULATIONS

CARROLL ELECTRIC MEMBERSHIP CORPORATION

As of the 1st day of January 2019

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**SERVICE RULES AND REGULATIONS
CARROLL ELECTRIC MEMBERSHIP CORPORATION**

Introduction

These Service Rules and Regulations shall be binding on Members and any other party who receives Electric Service from the Cooperative and shall be interpreted or applied as provided in Article VII.

Capitalized terms shall have the meaning provided in Article VIII.

The Board of Directors may make reasonable revisions, amendments and supplements to these Service Rules and Regulations. All such revisions, amendments, supplements or changes shall be filed with the Public Service Commission of Georgia and shall be binding on past, present and future Members.

Whenever the Cooperative exercises its discretion, makes a unilateral determination, or takes action as provided in these Service Rules and Regulations, such determination shall be made, or action taken based on Prudent Cooperative Utility Practices as defined in Article VIII.

References to a "Schedule of Charges" are to a separate document setting forth the Cooperative's charges for certain of its services and contributions-in-aid-of-construction for certain facilities. Charges may be changed by action of the Cooperative Board. (Generally, this is done once a year as part of the annual budget process.) A Copy of a current Schedule shall be posted on the cooperative's web site and provided to any member who requests it.

ARTICLE I
ESTABLISHMENT OF MEMBERSHIP AND PROVISION OF ELECTRIC SERVICE

100 Conditions of Initial Electric Service

Any Person seeking to obtain Electric Service from the Cooperative shall:

A. Application for Membership

Execute an application for membership whereby the Person agrees, among other things, to be bound by the Cooperative's Membership Documents, including these Service Rules and Regulations and the obligations contained herein.

B. Provide Information

Provide the following information for the Applicant:

1. Name and date of birth, or if an Entity, the exact name, type of Artificial Entity and state of organization.
2. Address of Premises for which Electric Service is requested.
3. A billing address if different from the address of the Premises for which Electric Service is requested.
4. Social Security Number of the Applicant, or if the Applicant is an Entity, its Tax Identification Number, or such evidence as the Cooperative deems necessary to confirm the identity of the Applicant, such as a government issued photo identification card.

C. Membership Fee

Pay the membership fee and account service fees listed in the Schedule of Charges.

D. Security Deposit

Provide a Security Deposit of other assurance of payment for Electric Service as provided in Section 103 below.

E. Written Agreement

If deemed necessary by the Cooperative, execute a written agreement between the Cooperative and the Member as provided in Section 106.

F. Prior Debts

Pay any outstanding or prior debts owed to the Cooperative by the Applicant unless the Cooperative agrees to accept payments to satisfy the debt within a reasonable time.

G. Easement

Execute a written easement if deemed necessary by the Cooperative.

H. New Premises / Certificate of Occupancy

For new Premises, provide a certificate of occupancy or such other proof of the approval of the construction and wiring of the Premises for which Electric Service is to be provided as may be required by any governmental or regulatory body.

I. Other Reasonable Requirements

Comply with such other reasonable requirements as the Cooperative may require, including: (i) providing a copy of a lease or rental agreement if Applicant is a tenant, (ii) payment of a Contribution-in-Aid-of -Construction calculated pursuant to Prudent Cooperative Utility Practices, and (iii) payment of Costs or provision of security to assure payment of Costs, incurred by the Cooperative to mitigate conditions caused by providing Electric Service, as applied for, that may adversely affect the provision of Electric Service to the Member, other Members or third parties or create risks to the Cooperative, Member, other Members or third parties.

101 Conditions for Additional Service

Any current Member seeking to obtain Electric Service through another meter shall execute an application for Additional Electric Service, pay the Account service charge, and comply with the provisions of subsections D, E, F, G and H of Section 100.

102 Manner and Place of Making Application

Applications for Membership and Electric Service may be made in person at one of the Cooperative's offices, by phone or electronically.

103 Security Deposit and Other Assurances of Payment

A. Amount

Unless increased as provided in subsection B below or waived or reduced pursuant to the provisions of subsection C below, an initial Security Deposit of two times the estimated highest monthly bill, with a minimum of \$100, shall be required for Premises prior to the provision of Electric Service. For Members having two or more Accounts, an additional Security Deposit may be required for each Account.

B. Additional Security Deposit

Either before or after initial Electric Service is provided, the Cooperative may require payment of an additional Security Deposit if the Cooperative determines, in good faith, that there exists a likelihood that a Member will not pay and perform or to continue to pay and perform the Member's obligations to the Cooperative as required. For example, when a Member's service for an Account is discontinued for nonpayment, an additional Security Deposit in an amount sufficient to bring the deposit up to three times the highest monthly bill may be required before reconnection.

C. Waiver

In lieu of a Security Deposit, the Cooperative may waive payment of a Security Deposit and accept the following as assurance of payment:

1. A credit report from a reliable credit bureau establishing to the Cooperative's satisfaction that Applicant is not likely to default in Applicant's payments to the Cooperative.
2. A surety bond issued by a company and in a form and amount all of which are acceptable to the Cooperative.

D. Refund of Deposit

1. Security Deposits held for Members receiving Electric Service under residential Rates shall be refunded, without interest, provided the Member has made all payments as and when due for 18 consecutive months. The refund shall be made by crediting the Member's next bill for Electric Service.
2. Security Deposits will not be applied to pay monthly bills, except to the extent a monthly bill is part of a Final Bill and then only as provided in Subsection 3 below.
3. All other Security Deposits shall be refunded, without interest, upon disconnection and termination of all Electric Service to the Member by applying the Security Deposit as a credit on the final bill or to any debt owed by the Member to the Cooperative. Any balance shall be paid to the Member or otherwise applied or disbursed as the parties may have agreed pursuant to a separate written contract for Electric Service.

104 Choice of Rate

A. Rate Schedule Availability

A copy of the Cooperative's Rate Schedules is on the file with the Georgia Public Service Commission and is, by reference, made a part of these Service Rules and Regulations. A copy will be provided to a Member or Applicant upon written request.

B. Member Choice of Rate

The Cooperative's Rate Schedules set forth the available Rates and requirements for classes of service. There may be more than one rate available for certain classes of service. For example, Members receiving Electric Service at a residence generally have both the residential and PrePay Service Rate Schedules available from which to choose. The Cooperative may provide its opinion as to the Rate Schedule best adapted to a Member's anticipated specifications for Electric Service. It is, however, the sole responsibility of the Member to review the Rate Schedules, seek such third-party advice as the Member chooses, and notify the Cooperative of the Member's choice. The Member is not entitled to rely on any advice or opinion provided by the Cooperative. It is also the Member's sole responsibility to determine if any change in the Member's load or requirements for Electric Service would make another Rate Schedule available which may be more beneficial to the Member.

C. Change of Choice

A Member having selected an initial Rate Schedule may change to another Rate Schedule within ninety (90) days after the provision of Electric Service under the initially chosen Rate Schedule. Thereafter, a Member may change to another Rate Schedule no more than once in any 12-month period. However, if there is a substantial change in the load or requirements of, or the electric Facilities for, the Member's Electric Service and the Member determines another Rate Schedule is available and more beneficial, the Member may change to another Rate Schedule at that time unless otherwise provided by the Rate Schedule or contract.

105 Prior Debts and Scheme to Defraud

The Cooperative shall not furnish Electric Service to an Applicant or Member who is indebted to the Cooperative, except as provided in Sections 100-F and 207-B of these Service Rules and Regulations. Likewise, the Cooperative may refuse to furnish Electric Service to any Applicant or Member if the Cooperative reasonably believes that the Applicant or Member is obtaining Electric Service for the primary benefit of a former Member who is indebted to the Cooperative for a debt which would have to be paid by the former Member as a precondition to receiving Electric Service in the former Member's own right.

106 Special Conditions

The Cooperative may require a separate written contract with an Applicant or Member as a prerequisite to providing initial or Additional Electric Service if it deems a separate written contract necessary to modify or supplement the terms of these Service Rules and Regulations in order to address conditions and circumstances not contemplated hereby.

107 Standard Supply Voltages

One system of alternating current, 60 hertz, is supplied throughout the Cooperative's electric distribution system. The actual voltage and the number of phases and type of metering for Electric Service to particular Premises, however, shall depend on the Cooperative's available Facilities, the Electric Service requirements for, and the character, size and location of the Premises to be served. Accordingly, an Applicant shall submit to the Cooperative such information as the Cooperative may require enabling the Cooperative to determine the appropriate Facilities to provide Electric Service to the Premises before the Member purchases or installs wiring and equipment to utilize the Cooperative's Electric Service.

The standard secondary voltages described below are the nominal voltages supplied by the Cooperative and are subject to a plus or minus 5 percent variation. Fluctuations caused by lightning and other environmental causes, equipment owned or operated by others, and other causes beyond the reasonable control of the Cooperative may exceed 10 percent.

- Single-phase, 2 wire, 120 volts
- Single-phase, 3 wire, 120/240 volts
- Three-phase, 4 wire, 120/208 volts
- Three-phase, 4 wire, 120/240 volts
- Three-phase, 4 wire, 240/480 volts
- Three-phase, 4 wire, 277/480 volts

108 Service Call Charges

Service calls whereby the Cooperative's employees or agents are dispatched to the Member's Premises to inspect or repair electric Facilities shall be charged at the applicable rate shown in the Schedule of Charges.

109 Service Interruptions and Irregularities

The Cooperative will make a reasonable effort, but does not guarantee, to provide 60 hertz continuous and uninterrupted Electric Service and will not be liable for loss or damage (direct or consequential) caused by any failure to supply electricity or by an interruption, fluctuation or phase reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

110 Standby Power

Except as provided by the Cooperative's Distributed Generation Interconnection Policy, no Electric Service provided by the Cooperative shall be used as reserve or standby service or in conjunction with any other source of power without the Cooperative's prior written consent.

111 Resale, Diversion or Illegal Use of Electric Service

Member shall not directly or indirectly resell Electric Service for any purpose, except for Electric Service provided: (i) to rental facilities centrally metered, where the Cost of utilities is included in the rent

charged the tenant; (ii) pursuant to a written agreement between the Cooperative and another electric supplier; and/or (iii) pursuant to the express written consent of the Cooperative. Neither shall Members divert electric energy to other Premises or use it for an unlawful purpose.

ARTICLE II
BILLING, PAYMENT, DISCONNECTION AND WITHDRAWAL

200 Non-PrePay Service – Billing Period and Due Date

A. Billing and Payment

Members served by Non-PrePay Service shall be billed monthly based on consumption and applicable charges, unless a written contract with the Cooperative provides otherwise. Bills are due and payable when rendered and are considered past due if payment is not received by the Cooperative on or before the “past due after” date stated on the bill. Payments can be made as provided in Section 202.

B. Bill Delivery

Bills are either mailed by prepaid U.S. Mail or sent electronically by e-mail to Members enrolled in the e-bill service. Members enrolled in the e-bill service expressly agree and consent to the receipt of billing and other communications electronically via the e-mail address provided by the Member to the Cooperative. The Member is responsible for providing the Cooperative with correct contact information and for notifying the Cooperative in advance of any changes in the Member’s mailing address or e-mail address.

C. Past Due Bills

If payment of the full amount of the bill is not received by the Cooperative on or before the “past due date” stated on the bill, the Account is considered past due. A late fee will be added to the past due amount as provided in the Schedule of Charges. The service may be disconnected pursuant to Section 207 without further notice unless full payment of the past due amount plus applicable fees is paid to the Cooperative.

D. Levelized Billing

Subject to the Cooperative’s approval and the rules of the Levelized Billing program for residential Accounts, Non-PrePay Members may enroll in the Levelized Billing program, which has the effect of avoiding seasonal fluctuations in monthly bills. To be eligible for the Levelized Billing program, Members must have a favorable credit rating and be current in payments of all amounts owed to the Cooperative.

E. Budget Billing

Subject to the Cooperative’s approval and the rules of the Budget Billing program for residential Accounts, Non-PrePay Members may enroll in the Budget Billing program, which is designed to ease the impact of higher seasonal electric bills. To be eligible for the Budget Billing program, Members must have a favorable credit rating and be current in payments of all amounts owed to the Cooperative.

201 PrePay Service – Timing of Payments

A. Pay in Advance

Members receiving Electric Service through the PrePay Service rate shall pay in advance for the consumption of electricity and self-manage the amount and timing of payments in order to maintain continuous Electric Service; therefore, there is no set due date for billing purposes. Payments must be made as provided in Section 202 before the prepaid balance is depleted or else Electric Service will be suspended. PrePay Service Accounts are charged a monthly prepay fee as set forth in the Rate Schedule and/or Schedule of Charges.

B. Electronic Commitment

Monthly bills are not rendered or mailed to Members served through PrePay Service. By enrolling in PrePay Service, the Member expressly agrees and consents to receive all notices regarding billing, Account balance, disconnection and other communications electronically via the electronic method(s) chosen by the Member from the following options: e-mail, mobile phone text message (SMS), and/or automated telephone message. Each Member has the ability to designate one or more methods to receive PrePay Service notices. Each Member is responsible for providing the Cooperative with correct contact information and for notifying the Cooperative in advance of any changes in contact method(s). If, at any time, a Member desires to withdraw such consent to receive electronic billing, Account balance, disconnection notices and other communications regarding Electric Service, the Member shall notify the Cooperative immediately and if eligible to do so receive electric service as a Non-PrePay Service Account.

C. Balance Inquiries

PrePay Service Account balances are available online at www.carrollemc.com electronically, by telephone, mobile app and in person at Cooperative headquarters, district offices and payment kiosks.

D. Disconnection

For PrePay Service the Cooperative typically reads all meters electronically and remotely and for PrePay Service Accounts on a daily basis. Upon reading the meter, the Member's power consumption is calculated and a corresponding dollar amount for consumption based on the applicable Rate Schedule is deducted from the Member's prepaid balance. When a prepaid balance reaches zero or becomes negative, the Prepaid Service Account will be automatically disconnected, except in exigent circumstances or as otherwise provided by Cooperative policy. In such an event, a negative balance will accrue and be payable prior to reconnection as provided in Section 207.

202 Places, Methods and Means of Payment for Electric Service

Members may pay or prepay for Electric Service at the places and by the methods and means listed in Appendix B.

203 Late and Returned Payments

If the Account remains unpaid after the due date (or a Member receiving PrePay Service having a zero or negative balance), the Account will be subject to disconnection. A Member's Account will be considered unpaid if the debit or credit card, bank draft or check given in payment of the Account is returned unpaid by the bank or is reversed by the credit card company. For returned payments, the Member will be so notified, and a returned payment fee will be applied to the Member's Account (as provided in the

Schedule of Charges). If the Member repeatedly pays with checks or other forms of payment which are not honored by the bank, the Cooperative may require the Member to pay for Electric Service in cash or by money order or cashier's check.

204 Application of Payments

When the Member has more than one Account with the Cooperative, or other indebtedness owed to the Cooperative, any payment by or on behalf of a Member to the Cooperative shall be deemed to be allocated and credited on a pro rata basis to the Member's outstanding Accounts for all such Accounts, notwithstanding that the Member directed otherwise, or failed to make a payment on a particular Account, or the Cooperative's actual accounting procedures do not reflect such proration.

205 Billing Disputes

A. Member Disputes

In the event a Member disputes the amount of a bill, including credits to be applied against same, the Member shall:

1. Pay the amount due unless otherwise agreed by an authorized representative of the Cooperative.
2. Provide written notice, not later than 120 days from the date of the bill, that the Member disputes the amount of the bill.
3. Provide information to support the Member's reasons for the dispute sufficient to enable the Cooperative to make a good faith determination of the validity of the disputed amount.

B. Good Faith Investigation

The Cooperative will conduct a good faith investigation of the disputed bills. Depending on the amount and circumstances surrounding the dispute and supporting information provided the Cooperative by the Member, the Cooperative may, in its discretion, permit special arrangements for the payment during the Cooperative's investigation. Upon completion of its investigation, if the Cooperative determines that the Member has been overcharged, the Cooperative will issue a credit to the Member's Account to be applied to future charges, unless otherwise agreed by the Cooperative. If the Member has been undercharged, the Member shall pay the amount of the bill and any other amount due the Cooperative.

206 Other Adjustment of Accounts and Bills

A. Meter Calibration

If a meter is found to be more than two percent (2%) in error (plus or minus) as provided in Section 403, the Cooperative will re-bill the Member and adjust the Member's Account for the previous three (3) months or for such time the usage pattern reflects the error. Each adjusted bill will be estimated based upon all known pertinent facts.

B. Incorrect Registration or Calculation

Whenever it is found that for any reason other than incorrect calibration (such as an incorrect multiplier utilized for the meter), the metering apparatus has not registered the true consumption or consumption was erroneously calculated, the Member's consumption during the entire period of incorrect registration or calculation will be estimated based upon all known pertinent facts and the Member's Account for such period will be adjusted accordingly and reflected in the next bill rendered to Member.

C. Rate Schedule

Where a Member's billing is found to be on a Rate Schedule other than the schedule chosen by the Member pursuant to Section 104, the change to billing on the proper Rate Schedule will be made with the next scheduled bill following determination of the error. The error in the amount of billing will be computed from the date of initial error, as best as it can be determined, and application of the adjustment will be as determined by the Cooperative.

D. Reconciliation

If, for any reason, the Cooperative is unable to read a meter, the Member's usage will be estimated based on past usage. The next time the meter is read, any difference between the estimate and actual usage will be adjusted and reflected on the billing statement as a reconciliation charge or credit.

207 Disconnection for Nonpayment

A. Non-PrePay Service

Non-PrePay Service Accounts that remain unpaid following the issuance of a friendly reminder notice shall be disconnected by the Cooperative at any time without further notice. Unless the past due Account is paid in full, including all charges and fees applied to the Account, the service shall be disconnected unless the Cooperative agrees to accept payment to satisfy the past due amount within a reasonable time. The past due amount, a reconnect fee and any other applicable charges (such as an additional Security Deposit), must be paid in full prior to restoring Electric Service to the past due Account. Payments may only be made as provided in Section 202.

B. PrePay Service Accounts

If a PrePay Service Account is disconnected with a zero or negative prepaid balance, all outstanding charges must be paid, and the minimum prepayment (as provided by the Schedule of Charges) must be paid in order to reconnect a PrePay Service Account unless the Cooperative agrees to accept payment to satisfy the past-due amount within a reasonable time.

208 Disconnection Upon Member's Request

If a Member who has more than one Account no longer desires to receive Electric Service for a particular Account, the Member may voluntarily terminate Electrical Service for that Account and shall continue to be a Member of the Cooperative. If the Member terminates service for all the Member's Accounts, the Member must pay all debts, liabilities and obligations of the Member to the Cooperative and withdraw in good standing from membership as provided in Sections 1.09 and 1.10 of the Cooperative's Bylaws. Unless otherwise provided in the Membership Documents, Members must give the Cooperative at least one (1) business day oral or written notice prior to disconnection. The Member is responsible for all energy used at the Member's Premises until such disconnection by the Cooperative.

209 Other Reasons for Disconnection

A. Disconnection – Immediate

Electric Service is subject to be disconnected immediately and without notice for the following reasons:

1. Meter Tampering, diversion of electric current, unauthorized electrical connection or damage to utility Facilities as provided in Section 407 or in violation of O.C.G.A. § 16-7-22 (“Criminal Damage to Property”) or § 16-7-25 (“Damaging, Injuring, or Interfering Property of Public Utility”).
2. Use of power provided by the Cooperative for unlawful reasons.
3. Discovery of a condition determined by the Cooperative, law enforcement or public safety personnel to be unsafe and pose an imminent risk of harm to persons or property.
4. For repairs, emergencies, shortages or interruptions in the Cooperative’s supply source.
5. The use of equipment which adversely affects the Cooperative’s provision of safe and reliable Electric Service to any of its other Members.

B. Disconnection – After Notice

Service may also be disconnected for other violations and/or noncompliance, but only after notice and reasonable time to cure the infraction has been allowed, for the following reasons:

1. Discovery of a condition determined by the Cooperative to pose a non-imminent risk of harm to persons or property.
2. For violation of and/or noncompliance with any applicable state or other local laws, regulations and codes pertaining to Electric Service.
3. Discovery of what is reasonable believed to be participation in a plan or conspiracy to deceive and defraud the Cooperative to avoid payment of a debt owed by the Member of a third party at a given location as set forth in Section 105.
4. Refusal of access to an electric meter, or if access thereto is obstructed or hazardous.
5. Failure to comply with the requirements or other breach of the terms and conditions contained in the Membership Documents.
6. Fraudulent representation as to the Person to receive or pay for Electric Service.

C. Reconnection

Electric Service disconnected pursuant to subsection A or B above will be reconnected under the following conditions:

1. Correction of the condition necessitating such disconnection.

2. Payment for any un-metered electric current.
3. Payment of any reconnect fees, meter investigation charge and other applicable charges.
4. If the Member was responsible for the conditions leading to the disconnection, agreement by the Member to comply with reasonable requirements to protect the Cooperative against further occurrences of the conditions set forth above.
5. Payment of any debts owed by the Member to the Cooperative.
6. Payment for any damages to the Cooperative property (including Facilities), if any.

210 Exceptions to Disconnection

The Cooperative may postpone disconnection of Electric Service for past due bills in accordance with the following standards and Prudent Cooperative Utility Practices:

A. Undue Hardship

When it is determined by the Cooperative that disconnection will constitute an undue hardship in relation to the amount of the past due bill, or that arrangement for installment payments or a scheduled payment of the past due amount would not unduly impair the Cooperative's ability to effectuate final collection of the bill when taking into consideration the Member's payment history, lack of prior late payments and bad checks, evidence of pending payment, or similar factors; or

B. Cooperative Mistake

When the Member establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the Member was not responsible; or

C. Required by Law

As otherwise required by law.

211 Issuance of Final Bill

Upon disconnection, the meter will be read to determine the amount of usage consumed since the last meter reading, and the Cooperative will render a final bill for the Account. Any unpaid balance owed the Cooperative, including current charges and past due amounts, less refund of any applicable membership fee and the balance of the Security Deposit (if any), plus any applicable charges and fees shall become due in full and payable when a bill is rendered for same. Final bills are due on or before thirty (30) days from the date of the final bill. Upon issuance of a final bill, if the Member does not have any other Accounts, membership will also be terminated. A Member may have any number of Accounts under one membership. If a Member with more than one Account or service connection fails to pay the final bill for any disconnected Account or service connection, the outstanding balance shall be moved to any of the Member's other Account(s).

212 Collection of Past Due Disconnected Accounts

Any past due amounts remaining unpaid after thirty (30) days from the date of the final bill shall be subject to collection by a collection agent. If the Cooperative pursues legal action against the Member regarding the collection of debts or obligations owed to the Cooperative, the Member shall also be responsible for paying the Cooperative's reasonable attorney's and court costs incurred to the extent permitted by law.

**ARTICLE III
MEMBER OBLIGATIONS**

300 Obligations of Members and Applicants for Membership

In consideration of the Cooperative providing Electric Service, each Member shall comply with the requirements of the Membership Documents and any other reasonable requirements of the Cooperative which enhance the Cooperative's ability to provide cost-effective, safe and reliable Electric Service to the Member and other Members and to reduce the cost of same. Without limitation of the requirements of the other Membership Documents, each Member and Applicant shall:

A. Purchase Electric Service

Purchase from the Cooperative, as soon as Electric Service shall be available, all central station electric energy, as well as capacity and electric distribution service used on or to serve the Premises to which Electric Service is provided by the Cooperative unless temporarily prevented from doing so by causes reasonably beyond the control of the Applicant or Member.

B. Pay for Electric Service

Pay for Electric Service, including any monthly amount that may be charged without regard to the amount of electric energy and power actually used under terms and at Rates provided in the Membership Documents.

C. Pay Charges

Pay all sums due the Cooperative under the Membership Documents, including any separate contract between the Cooperative and the Member.

D. Comply with Rules

Comply with and be bound by the Membership Documents and any other reasonable rules and regulations from time to time adopted by the Board of Directors.

E. Grant Easements or Rights-of-Way

Upon request by the Cooperative, execute and deliver to the Cooperative grants of easement or rights-of-way as provided in Article V.

F. Proper Wiring

Have control and total responsibility for all Facilities beyond the point where the Cooperative's service wires attach to the Member's service entrance or, if no service entrance exists, the Member's wiring. Member shall be responsible for and shall indemnify the Cooperative, its employees, agents and contractors against death, injury, loss or damage to persons or property resulting from any defect in or improper use or maintenance of the Member's Premises or Facilities receiving or utilizing the Cooperative's electric energy.

G. Suitable Site for Facilities

Make available to the Cooperative a suitable site, as determined by the Cooperative, to place the Cooperative's physical Facilities for the furnishing and metering of Electric Service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto at all reasonable times safely and without interference from hostile animals or any other danger, for meter reading, bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of such Facilities.

H. Bailee of Facilities

Be the Cooperative's bailee of the Cooperative's Facilities and shall accordingly not interfere with, impair the operation of or cause damage to such Facilities, and shall use the Member's best efforts to prevent others from such improper actions. In the event the Cooperative's Facilities are interfered with, impaired in their operation or damaged by the Member, or by any other Person when the Member's reasonable care and surveillance should have prevented such, the Member shall indemnify the Cooperative and its employees, agents and contractors against death, injury, loss or damage resulting therefrom, including, but not limited to, the Cooperative's Cost of repairing, replacing or relocating any such Facilities, together with allocated overhead Costs, and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment.

I. Report "Meter Tampering"

The Member shall as soon as reasonably possible, but in no event later than 48 hours after an occurrence of any of the events described in Section 300-H above, report to the occurrence to the Cooperative. Violation of Section 300-H, including failure to report such improper conduct, will result in the Cooperative conducting an investigation concerning the same, in which event, the Member shall be charged with an investigation fee as set forth in the Schedule of Charges. If a violation is determined to exist, the Member shall be responsible for payment of all damages relating thereto and shall be subject to termination of Electric Service and/or criminal prosecution pursuant to Georgia law, if applicable.

J. Protect Cooperative Distribution and Member Facilities

Protect the Cooperative's Distribution and Member Facilities by complying with the following:

1. Each Member shall cause the Member's Premises and Facilities utilizing Electric Service from the Cooperative to comply with applicable specifications set forth by the National Electric Code, National Electric Safety Code, the Cooperative, and any applicable state, county or other governmental authority, and assumes full responsibility for electric current and for the Member's Facilities from the Point of Attachment.
2. Members shall not connect nor operate Member's equipment or Facilities in a manner that could adversely affect the integrity or operation of the Cooperative's distribution Facilities or provision of Electric Service to other Members and shall comply with the Cooperative's rules and regulations concerning same. Any Member intending to connect or operate, or cause to be connected or operated, equipment or Facilities that could adversely affect the integrity or operation of the Cooperative's

distribution Facilities or provision of Electric Service to other Members shall confer with the Cooperative prior to installation or operation of Member's equipment or Facilities and install such protective equipment as the Cooperative may require.

3. Parallel operation of Member-owned generating equipment such as solar panels or equipment connected pursuant to the Cooperative's Net Metering Policy is prohibited without the written permission of the Cooperative. Cooperative permission shall be conditioned, among other things, upon the installation of automatic protective equipment and metering devices acceptable to the Cooperative and Member's written agreement to, among other things, indemnify and hold Cooperative harmless against damages.

4. Members shall not attach any object on Cooperative's poles or other Facilities without the express consent of the Cooperative. Silence or inaction by the Cooperative shall not constitute consent for purposes of this section. In case of such consent, the Member agrees to assume all liability for any damages to persons or property for misuse and to hold harmless the Cooperative from any such liability upon the occurrence of such misuse.

5. Members shall provide and maintain devices to protect electric motors, including, without limitation, devices to protect against overload or short circuit for single phase Electric Service and overload devices for each of the three phases for three-phase equipment and for motors that cannot be safely subjected to full voltage at starting a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

6. If installation and operation of Member equipment requires the Cooperative to extend or enhance its distribution Facilities Member may be required to pay a Contribution-in-Aid-of-Construction.

7. Member-owned electric generators shall be equipped with a double-throw switch approved by the Cooperative.

8. Prior to purchase, installation or use of electric welders or other devices with high inrush or fluctuating currents, the Member shall consult with the Cooperative. Members desiring to operate electric welders or other devices with high inrush or fluctuating currents shall supply the Cooperative with information regarding the electrical characteristics of the equipment. Electric Service will not be allowed to any equipment which adversely affects the Cooperative's Facilities or the service to other Members.

9. Each Member shall ensure that the Member's Facilities do not cause objectionable voltage flicker, harmonics, or other spurious signals to be injected onto the Cooperative's Facilities.

10. When multi-phase service is furnished, the Member shall at all times maintain a reasonable balance of load between the phases. Members shall maintain a high Power Factor.

K. Power Factor Corrections

The maintenance of high Power Factor is of substantial importance in the economic, efficient and reliable operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low Power Factor unfavorable to both the Cooperative and the Member. Where the over-all Power Factor of the Member's load is less than 90% lagging, the Member may be required to install, at the Member's own expense, equipment to correct the Power Factor. (The Cooperative has the right to measure the Power Factor at any time.)

L. Inspection of Facilities

The Cooperative is not responsible for and does not have any duty to inspect the Facilities of any Member or other party to assure compliance with the foregoing.

301 Notice of Interruptions and Defects

Each Member shall give prompt notice to the Cooperative of any interruptions, irregularities, unsatisfactory service, stray voltage or defects in the provision of Electric Service known to the Member. (When a Member reports an interruption resulting in a Service Call to restore service, if the Member caused the interruption, then the Member may be charged for the Service Call as provided in the Schedule of Charges.)

**ARTICLE IV
METERING AND SERVICE CONNECTIONS**

400 Service Connections

A. Meter Base

The Member must furnish and maintain a meter base and Facilities which comply with the National Electric Code, the National Electrical Safety Code, the Cooperative's requirements, and any codes or ordinances to which the Cooperative may connect its Facilities.

B. Point of Attachment on a Pole

Members with facilities requiring their Point of Attachment to be located on a pole, including, without limitation, farm buildings and facilities, temporary facilities and Mobile Homes, shall notify the Cooperative of the anticipated load and load characteristics. The Cooperative will prescribe the height, class and location for the pole. The Member shall furnish, install and maintain the service entrance equipment on the pole, including weather-tight disconnect Facilities, which shall comply with the National Electric Code, National Electric Safety Code, the Cooperative requirements and state and local laws, codes or ordinances.

C. Points of Attachment Furnished by Member

All points of attachment Facilities furnished by the Member must be located at a readily accessible point designated by the Cooperative.

D. Cooperative's Responsibility

The Cooperative's responsibility for installation and/or maintenance of its Facilities shall not, with the exception of the Cooperative's meter, extend beyond the Point of Attachment to the Member's building, central distribution point or the electric power consumption measuring device unless specifically provided for in Rate Schedules or written agreements.

E. Additional Electric Service Facilities

Electric Service Facilities beyond those normally provided by the Cooperative may be furnished by the Cooperative upon agreement and either the Member's payment of a Contribution-in-Aid-of-Construction or, if agreed by the Cooperative, the Member's agreement to pay a Minimum Bill.

F. Meter(s) Per Premises

No more than one residence may be served through one meter except as provided for in applicable Rate Schedules or upon a separate written agreement. Apartments, manufactured home parks, commercial parks and shopping centers may be served through a central meter if the Cost of Electric Service is included in the rent charged the occupants and is not sub-metered.

401 Electric Meters

A. Metering Equipment

Meters are utilized to measure the power and/or energy consumption of each Member. The Cooperative will furnish the metering equipment as necessary to measure electric energy supplied to the Member in accordance with the applicable Rate Schedule. The Cooperative utilizes Advanced Metering Infrastructure (AMI) technology to electronically and remotely read most meters.

B. Meter Base

Except for large single-phase installations of over 200 amps and for all three phase installations, the Member shall supply a meter base and related Facilities acceptable to the Cooperative to which the Cooperative will connect its metering equipment and Facilities. For large single-phase installations of over 200 amps and for all three phase installations, the Cooperative shall specify the type of meter base and Facilities required before installation of same.

C. Meter Placement

All meters shall be placed ahead of all switches and fuses unless otherwise agreed by the Cooperative. All meter bases, including Temporary Service, shall be installed on an exterior surface or meter pole and as nearly as possible at eye level, and in no case more than six feet nor less than four feet above finished grade. Upon receipt of the application for service, a representative of the Cooperative will survey the Premises to be served and will designate the location of the point where the meter base will be installed.

D. Installation, Disconnection and/or Reconnection

The Member shall indemnify and hold harmless the Cooperative from any damage resulting from connected electrical loads caused by Member's installation, disconnection and/or reconnection of meters and/or any connection, reconnection or disconnection of Electric Service. The Member shall be responsible for the proper disconnection of all electrical loads when requesting the installation, disconnection and/or reconnection of meters.

E. Relocation of Meter

If construction or remodeling by the Member will cause the meter to become enclosed and/or inaccessible to the Cooperative, the Member shall relocate the meter base to an accessible location designated by the Cooperative and pay the Cost of relocating the meter.

402 Meter Reading

A. General

Electric meters of the Cooperative are generally read remotely and electronically by the Cooperative and consumption determined monthly for Non-Prepay Service. For PrePay Service, electric meters of the Cooperative are generally read remotely and electronically and consumption determined on a daily basis as provided in Article II.

B. Remotely and Electronically

While meters are generally read remotely and electronically, this manner of reading meters does not waive any of the Cooperative's rights to access the Premises in order to access the Cooperative Facilities pursuant to Article V.

C. Estimated Consumption

When meters cannot be read remotely or electronically, consumption may be estimated based on prior consumption for the same Premises or the monthly billing period may be shortened or extended. Any difference in such estimated billing will be adjusted in the next billing cycle based on actual meter readings as provided in Section 206-C.

403 Failure of Meter to Register Correctly

If a meter fails to register correctly, the Member will be billed on consumption estimated pursuant to past usage and prior consumption data in accordance with Section 206.

404 Meter Tests

The Cooperative will test the accuracy of a Member's meter, upon the Member's request and agreement to pay a meter test fee (as provided in the Schedule of Charges). If the meter testing determines that the meter is accurate (2% or less in error), the meter test fee will be applied to the Member's Account, but if the meter is more than 2% (plus or minus) in error, the meter test fee will not be charged to the Member. Adjustments will be made in accordance with Section 206.

405 Separate Meter for Each Service

Meter readings for multiple meters for the same Member at the same or different Premises shall not be combined and billed as if read by one meter unless otherwise agreed by the Cooperative and the Member.

406 Meter Seals

The Cooperative's meter shall not be broken, removed, moved, installed, connected, disconnected or reconnected by any person other than an employee of the Cooperative or an authorized contractor or agent of the Cooperative. Upon request, the Cooperative will remove and replace a Member's meter to accommodate work on the Member's electrical Facilities. Upon request by a licensed electrician performing services for a Member, the Cooperative may grant permission to remove the meter seal.

407 Damage to Meter Seal

When a violation of Section 406 is discovered, the meter, meter socket, and service connections will be inspected. If there is no evidence of willful intent to divert energy, the Member may be assessed a "Cut Seal Charge," as set forth in the Schedule of Charges, and advised in writing that it is a policy violation to break a meter seal. Repeated instances of violations of Section 406 at the same location, or by the same Member at different locations, will be deemed Meter Tampering.

ARTICLE V
EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY

500 Easements

Each Member, upon request by the Cooperative, shall execute and deliver to the Cooperative, without charge, easements of right-of-way over, on and under such lands owned or leased by the Member, on such reasonable terms and conditions as the Cooperative shall require for the construction, operation, maintenance or relocation of the Cooperative's Facilities for the furnishing of Electric Service to the Member and any service connections located on the Member's property. Each Member, as a condition of receiving Electric Service, shall execute and deliver to the Cooperative, upon such reasonable terms and conditions as the parties shall agree, easements of right-of-way over, on and under such lands owned or leased by the Member, as the Cooperative shall require in order to serve other Members. Easements or rights-of-way shall be in a form suitable to the Cooperative and for recording in the real property records maintained by the Clerk of the Superior Court in the county where the property is located.

501 Easements for Extensions

When a Member or Applicant applies for service at a location requiring an extension of the Cooperative's distribution system, the Cooperative may require payment of a Contribution-in-Aid-of-Construction and request that the Member or Applicant secure all necessary or convenient grants of easement or rights-of-way for the Cooperative which may be reasonably required. In such cases, construction of the extension and the provision of Electric Service are subject to delays incident to obtaining satisfactory grants of easements, rights-of-way or other required permits, such as department of transportation or railroad crossing approval.

502 Cooperative Property

All Facilities, including, but not limited to meters, service connections and other equipment furnished by the Cooperative exclusive of meter bases shall be, and remain, the property of the Cooperative. The Member shall exercise proper care to protect the property of the Cooperative on the Member's Premises and shall refrain from interfering with or affixing any objects to Cooperative Facilities as provided in these Service Rules and Regulations. In the event of loss or damage to the Cooperative's property arising from the Member's actions or neglect to care for same, the Cost of necessary repairs or replacement shall be paid by the Member.

503 Right-of-Way Clearing and Maintenance

A. Area

To the degree deemed necessary by the Cooperative, the Cooperative will initially and periodically thereafter clear and maintain, by mechanical or chemical means or otherwise, up to a 30-foot right-of-way for above-ground Facilities and a 10-foot right-of-way for underground Facilities, free of all structures, trees, stumps, roots, shrubbery and underground growth.

B. Danger Trees

The Cooperative may cut and remove any Danger Tree(s) outside the right-of-way area which, in the opinion of the Cooperative, constitutes a hazard or may endanger the safe and proper operation or maintenance of the electric system. The Cooperative, at its discretion, may cut and leave any such vegetation within the easement area.

**ARTICLE VI
LINE AND FACILITIES EXTENSIONS AND RELOCATIONS**

600 Classification of Premises

Based on the characteristics of the type of use of a Premises and the type of Electric Service to be provided to a Premises, a Premises shall be assigned to one of the following classifications: (i) Permanent Residences; (ii) Permanent Other Services; (iii) Other Services; (iv) Temporary Service; (v) Recreational/Seasonal Services; (vi) Outdoor Lighting, as defined in Article VI.

601 Line Extension Standards

The Cooperative will design, install, operate, maintain and extend its electric distribution system in accordance with Prudent Cooperative Utility Practices. Line extensions to provide Electric Service to Premises in the various classifications located within the Cooperative's Service Area shall be made upon request of the owner or occupant on the terms and conditions provided in Sections 602 through 605.

602 Overhead Line Extension

The Cooperative will extend overhead lines to provide Electric Service pursuant to the following terms and conditions, the provision of an easement in such form as may be required by the Cooperative, and such other reasonable terms and conditions as the Cooperative may require based on Prudent Cooperative Utility Practices.

A. Overhead Extensions for Permanent Residences

1. Single-phase overhead line extensions will be made to Permanent Residences subject to the following terms and conditions:
 - a. For Total Electric Premises – A Contribution-in-Aid-of- Construction shall be required if the Point of Attachment is located more than 700 feet from an existing primary overhead line or a public street or road. If more than 300 feet of right-of-way clearing is required, payment for the additional Cost of right-of- way clearing must be paid to the Cooperative.
 - b. For Non-Total Electric Premises – A Contribution-in-Aid-of- Construction shall be required if the Point of Attachment is located more than 400 feet from an existing primary overhead line or a public street or road. If more than 300 feet of right-of-way clearing is required, payment for the additional Cost of right-of- way clearing must be paid to the Cooperative.
 - c. Subdivision or Complex – Subdivisions and other permanent residential complexes require payment of a non-refundable Contribution-in-Aid-of- Construction as provided in the Schedule of Charges and the execution of a

separate written contract with such reasonable terms and conditions as the Cooperative may require. Where the construction of residences within a subdivision or complex having multiple delivery points is anticipated to be random or non-sequential in nature, or where, in the opinion of the Cooperative, occupancy of substantial portions of the development may be delayed for a significant period after the installation of the line extension, the Cooperative will install such Facilities only upon the Member, owner and/or developer (as appropriate) executing a contract to pay the Cooperative a return on its investment consistent with the Prudent Cooperative Utility Practices, such as, without limitation, agreeing to make, in addition to Contribution-in-Aid-of- Construction payment of a Minimum Bill, during the period portions of the line extension are not used for the provision of Electric Service.

2. Multi-phase overhead line extensions will be made to Permanent Residences subject to the following terms and conditions:

a. Where existing Cooperative multi-phase Facilities are available and of sufficient capacity to supply the Premises, a line extension of up to one span will be made for multi-phase line extensions without a Contribution-in-Aid-of-Construction for multi-phase Electric Service, provided the Member, owner and/or developer (as appropriate) executes a contract agreeing to terms assuring the Cooperative can recover the Cost of the line extension and a reasonable margin over time consistent with Prudent Cooperative Utility Practices, such as a Minimum Bill.

b. A Contribution-in-Aid-of-Construction shall be required for overhead line extensions greater than one span, as well as execution of a contract with the Member, owner and/or developer (as appropriate) agreeing to terms assuring the Cooperative can recover the Cost of the one span and a reasonable margin over time consistent with Prudent Cooperative Utility Practices, such as a Minimum Bill.

B. Overhead Extensions for Permanent Other Services

Single-phase and Multi-phase overhead line extensions will be made to Permanent Other Services upon payment of a Contribution-in-Aid-of- Construction equal to the estimated Cost of installing overhead Facilities that is in excess of 2.5 times the estimated revenue during the first year of operation of the Premises.

C. Overhead Extensions for Other Service

A Contribution-in-Aid-of-Construction for overhead line extensions to Other Services will be required if the Point of Attachment is located more than 100 feet from an existing primary overhead line or a public street or road. With all line extensions for Other Services, the Cost of right-of-way clearing must be paid to the Cooperative.

D. Overhead Extensions for Temporary Service

Temporary Overhead Service will be provided by the Cooperative for a limited time beginning with the initiation of Temporary Service and ending on the earlier of 12 months from the date of initiation of such service, or completion of construction or the activity

requiring Temporary Service. Under appropriate circumstances, Member may submit a written request that the foregoing period be extended. It shall be the responsibility of the Member, owner and developer to promptly notify the Cooperative within fifteen (15) days of completion of construction or the activity requiring Temporary Service in order to replace temporary Facilities with permanent Facilities and, if applicable, to terminate the charges associated with Temporary Service. If the Member, owner or developer fails to notify the Cooperative in a timely manner about the completion of construction, the Member, owner or developer shall not be entitled to refund of Temporary Service-related charges which accrued prior to providing such notice to the Cooperative.

1. Construction Temporary Service – Temporary single-phase service of 120/240 volts will be furnished for construction purposes relating to establishing a Permanent Residence or Permanent Other Service upon the following terms and conditions:

The Member shall:

- a. Install a pole and meter loop for a Point of Attachment at a location designated by the Cooperative;
- b. Acquire all required governmental approvals; and
- c. Have paid the non-refundable temporary construction service charge as provided in the Schedule of Charges.

2. Other Temporary Service – Temporary overhead single-phase service of 120/240 volts will be furnished for non-construction temporary purposes not necessitating permanent Facilities upon the following terms and conditions:

The Member shall:

- a. Install a pole and meter loop for a Point of Attachment at a location designated by the Cooperative;
- b. Acquire all required governmental approvals to conduct the activities requiring Temporary Service;
- c. Have paid the Temporary Service Minimum Charge as provided in the Schedule of Charges;
- d. Have paid the estimated Cost of installation and removal of the Facilities, less salvage value for materials used;
- e. Have paid a Security Deposit in the amount of the total estimated bill for the entire period of Temporary Service.

E. Overhead Extensions for Recreational/Seasonal Services

Single-phase overhead line extensions will be made to Recreational/Seasonal Services upon payment of a Contribution-in-Aid-of-Construction and a construction surety deposit, and execution of a contract agreeing to terms assuring the Cooperative can recover the Cost of the line extension and a reasonable margin over time consistent with Prudent Cooperative Utility Practices, such as through a Minimum Bill.

F. Overhead Extensions for Outdoor Lighting

Outdoor Lighting fixtures installed on existing poles and served by existing transformers will be provided without a Contribution-in-Aid-of-Construction. Any Outdoor Lighting fixture installations that require the installation of new pole(s) and/or new transformer(s) will

require payment of a Contribution-in-Aid-of-Construction. Payment for Facilities and fixtures will be paid pursuant to the applicable Rate Schedule.

603 Underground Line Extension

The Cooperative will extend underground service pursuant to the following terms and conditions, including, without limitation, Section 603-G and charges set forth in the Schedule of Charges, the provision of an easement in such form as the Cooperative may require, and such other reasonable terms and conditions as the Cooperative may require based on Prudent Cooperative Utility Practices:

A. Underground Extensions for Permanent Residences

1. The Cooperative will install underground distribution Facilities for service to single-family Permanent Residences not in a subdivision or complex upon the following terms and conditions:

- a. For Total Electric Premises – A Contribution-in-Aid-of-Construction shall be required for underground line extensions greater than 150 feet.
- b. For Non-Total Electric Premises – A Contribution-in-Aid-of-Construction shall be required.

2. The Cooperative will install underground distribution Facilities for service to single-family Permanent Residences in a subdivision or complex upon the following terms and conditions:

- a. For Total Electric Premises – Payment of a non-refundable minimum construction charge per lot and payment of a non-refundable Contribution-in-Aid-of-Construction based on the road frontage and one-half of the depth of each lot on which a Premises is located.
- b. For Non-Total Electric Premises – Payment of a non-refundable minimum construction charge per lot and payment of a non-refundable Contribution-in-Aid-of-Construction based on the difference between the Cost to install overhead and underground service.
- c. Where the construction within the subdivision or complex having multiple delivery points is anticipated to be random or non-sequential in nature, or where, in the opinion of the Cooperative, occupancy of substantial portions of the development may be delayed for a significant period beyond the installation of the underground line extension, the Cooperative will install such Facilities only upon the Member, owner and/or developer (as appropriate) executing a contract to pay the Cooperative a return of and on its investment, such as agreeing to pay, in addition to a Contribution-in-Aid-of-Construction, a Minimum Bill, during the period portions of the line extension are not used for the provision of Electric Service.

3. Conversion of Service Drops – For Premises served by existing overhead primary lines, upon the request of the Member who is the owner of the Premises, the

Cooperative will replace existing overhead service drops with underground service, upon the following terms and conditions:

- a. There is no charge for removal of service wires. The Member shall pay a pole removal charge for each existing pole to be removed.
 - b. A Contribution-in-Aid-of- Construction shall be required as provided in the Schedule of Charges.
 - c. Any expenses incurred in relocation and/or rearranging the Member's service entrance Facilities to accommodate the underground service drop shall be borne by the Member.
4. Ancillary Loads – Ancillary loads such as water pumps, swimming pools, club houses, etc., shall be considered as individual services or units and a Contribution-in-Aid-of-Construction will be required. Ancillary Outdoor Lighting will be provided as provided in Section 603-F.

B. Underground Extensions for Permanent Other Services

The Cooperative will install underground service to Permanent Other Services upon the following terms and conditions:

1. Payment of a Contribution-in-Aid-of-Construction equal to the estimated Cost of installing underground Facilities that is in excess of 2.5 times the estimated revenue from the Electric Service during the first year of operation.
2. Payment of an additional commercial construction charge per service lateral as provided by the Schedule of Charges.
3. The Cooperative will furnish and install the transformers, transformer enclosure, primary cable and terminators, primary bus, connectors (including those for secondary), and metering.
4. The Member, owner or developer of the Premises, or the agent of the Member, owner or developer, shall provide and install all duct and cable for secondary service from the secondary terminals of the transformers or CT cabinet to the service entrance equipment. The Member, owner or developer may be required to provide and/or install the transformer pad, and the duct for the primary cable from the pad to the origin of the underground run.
5. All work by any party shall be performed in accordance with specifications of the Cooperative and Prudent Cooperative Utility Practices.

C. Underground Extensions for Temporary Service

Underground Facilities for Temporary Service will be furnished as provided in Section 602-D

D. Underground Extensions for Recreational/Seasonal Services

Underground distribution primary will be installed for Recreational/Seasonal Services upon the following terms and conditions:

1. Payment of a Contribution-in-Aid-of-Construction, a construction surety deposit, and a Minimum Bill as required by the Cooperative.
2. The provision of security or collateral acceptable to the Cooperative to ensure performance of this provision.

E. Underground Extensions for Other Service

Underground distribution primary will be installed to Other Services not provided for herein upon the following terms and conditions:

1. Payment of a Contribution-in-Aid-of-Construction, a construction surety deposit, and a Minimum Bill as required by the Cooperative.
2. The provision of security or collateral acceptable to the Cooperative to ensure performance of this provision.

F. Underground Extensions for Outdoor Lighting

Single-phase underground Facilities for Outdoor Lighting will be extended upon the following terms and conditions:

1. Any Outdoor Lighting fixture installations that require the installation of new pole(s) and/or new transformer(s) will require payment of a Contribution-in-Aid-of-Construction.
2. For extensions greater than 125 feet per fixture, payment of an additional Contribution-in-Aid-of-Construction will be required.

G. Other Requirements Applicable to Any Underground Line Extension

1. The Member, owner or developer of the Premises, or the agent of the Member, owner or developer, will reimburse the Cooperative for the Cost of installing and removing any temporary overhead Facilities requested and for the Cost of cutting and replacing pavement within the development necessitated by such installation or removal.
2. The Member, owner or developer requesting service shall pay all costs associated with directional drilling and/or rock removal above and beyond standard Contribution-in-Aid-of-Construction.
3. Prior to installation of underground Facilities to serve a Premises, the owner of the Premises shall furnish, without Cost to the Cooperative, necessary easements and rights-of-way.
4. The Member, owner or developer, or the agent of the Member, owner or developer, shall pay a Contribution-in-Aid-of-Construction for underground Facilities prior to installation.

5. The execution of a contract with such other reasonable terms and conditions as the Cooperative may require due to the unique characteristics of the Premises on which the underground Facilities are to be constructed.
6. The provision of security or collateral acceptable to the Cooperative to ensure performance of this provision.
7. Except for primary distribution feeders, the Cooperative will not install overhead or replace underground with overhead, in an area served by an underground system unless sound engineering practices dictate otherwise.

604 Facilities Ownership and Obligations

Notwithstanding payment by a Member or third party for any portion of the Cost of any line extension, all line extensions shall be made by the Cooperative or its contractors and shall remain the property of the Cooperative as provided in Section 502. The Cooperative shall not serve any Member or third party over a line built, owned, operated and/or maintained by the Member or third party, except as may otherwise be determined by the Cooperative in its sole discretion. All Facilities used by the Cooperative in providing Electric Service are installed upon the Member and/or owner's consent, and the Member shall protect such Facilities as provided in these Service Rules and Regulation, including, but not limited to, as provided in Section 401.

605 Line and Facilities Relocation

When the Cooperative's existing lines are so located that a Member's actual or desired construction of improvements or development of the Premises will result in the creation of a hazard or substantially interfere with the Member's development of the Premises, the Facilities will, when feasible, be reasonably relocated in accordance with the following terms and conditions:

- A. A written request from the Member (and, if different, the owner), together with the necessary maps and other documentation to support the request and to enable the Cooperative to estimate the Cost of said relocation.
- B. Payment of the Cost of relocation and retirement of the existing lines unless the relocation will be to the net benefit of the Cooperative and its Members, as determined in the sole discretion of the Cooperative.

**ARTICLE VII
INTERPRETATION AND MISCELLANEOUS**

700 Waiver and No Prejudice of Rights

The failure of the Cooperative or any Member to assert any right or remedy provided herein does not waive the right or remedy provided herein. However, the Cooperative may waive any provision of the Membership Documents if the Cooperative determines such waiver would not materially adversely affect the Cooperative or that the waiver is in the best interest of the Cooperative; provided, however, that such waivers shall not unjustly discriminate against Members or classes of Members who are similarly situated.

701 Governing Law

These Service Rules and Regulations shall be governed by and interpreted under the laws of the State of Georgia.

702 Titles and Headings

All titles and headings of articles, sections and sub-sections herein are for convenience and reference only and do not affect the interpretation of any article, section or sub-section.

703 Partial Invalidity

When reasonably possible, every article, section, sub-section, paragraph, sentence, clause or provision herein (collectively, "Provision") must be interpreted in a manner by which the Provision is valid. The invalidation of any Provision by any Entity possessing proper jurisdiction and authority, which does not alter the fundamental rights, duties, and relationship between the Cooperative and Members, does not invalidate the remaining Provisions.

704 Cumulative Remedies

The rights and remedies provided herein are cumulative. The Cooperative or any Member asserting any right or remedy provided herein to which the Member or Cooperative is entitled does not preclude the Cooperative or Member from asserting other rights or remedies provided herein.

705 Entire Agreement

Between the Cooperative and any Member, the Membership Documents:

- A. Constitute the entire agreement, and
- B. Supersede and replace any prior or contemporaneous oral or written communication or representation.
- C. Unless otherwise specifically provided in these Service Rules and Regulations, these Service Rules and Regulations cannot be modified except by written agreement executed by the Member, if an individual, or if an Entity, by the authorized official of the Entity, and the authorized official of the Cooperative.

706 Successors and Assigns

To the extent allowed by law, the duties, obligations and liabilities imposed upon the Cooperative or any Member herein are binding upon the successors and assigns of the Cooperative or Member; and the rights granted to the Cooperative and Member herein inure to the benefit of the Cooperative's and Member's successors and assigns.

707 Notice

In these Service Rules and Regulations:

A. Notice Type

Unless otherwise provided in these Service Rules and Regulations, notice may be:

1. Oral or written; and
2. Communicated:
 - a. in person;
 - b. by telephone, facsimile, e-mail, or other form of wire or wireless communication;
 - c. by mail or private overnight delivery service addressed to the Member at the address maintained in the Cooperative's billing records; or
 - d. as part of a newsletter, magazine, bill stuffer, or other written communication regularly sent to Members by or on behalf of the Cooperative addressed to the Member at the address maintained in the Cooperative's billing records; or
 - e. if the above-listed forms of communicating notice are impractical, then by newspapers of general circulation in the Cooperative's Service Area, or radio, television, or other form of public broadcast communication.

Written notice shall be deemed correctly addressed to a Member if addressed to the Member's address shown in the Cooperative records. If addressed or delivered to an address shown in the Cooperative records, then a written notice or report delivered as part of a newsletter, magazine, bill stuffer, or other written communication regularly sent to Members constitutes a written notice or report to all Members.

B. Notice Effective Date

If communicated in a comprehensible manner, then unless otherwise provided in these Service Rules and Regulations:

1. Oral notice is effective when made or sent in person or by telephone.
2. Written notice is effective:

- a. when left in a conspicuous place on Member's Premises or hand delivered to the Member;
 - b. if correctly addressed and mailed with first class postage affixed, then three (3) days after deposit in the United States Mail; or
 - c. if correctly addressed and mailed with other than first class, registered, or certified postage affixed, or as part of a newsletter, magazine, bill stuffer, or other written communication regularly sent to Member by the Cooperative, ten (10) days after deposit in the United States Mail; or
 - d. if correctly addressed and delivered by overnight delivery service.
3. If sent by registered or certified mail, return receipt requested, and if the return receipt is signed by, or on behalf of, the addressee, then on the date indicated on the return receipt; or if receipt is not acknowledged, then three (3) days after deposit in the United States Mail.

708 List and Examples Not Exclusive

When a description, phrase or sentence herein contains a list or examples, the list or example should not be considered exclusive or limit the general description, phrase or sentence to which it applies.

709 Future Amendments

These Service Rules and Regulations may be amended from time to time by lawful action of the Cooperative's Board of Directors. Members acknowledge this authority and agree to be bound by all such future amendments.

ARTICLE VIII DEFINITIONS

Defined terms as indicated in the introduction to these Service Rules and Regulations are as follows:

“Account” shall mean not only the Cooperative records for each Member, but, depending on the context, refer to Member’s Electric Service and related Facilities.

“Additional Electric Service” shall mean any additional Electric Service requested by the Member while concurrently receiving Electric Service at another Point of Attachment.

“Applicant” shall mean any eligible Person seeking to become a Member of the Cooperative.

“Articles of Incorporation” shall mean the Articles of Incorporation of the Cooperative as they may be amended from time to time.

“Bank Letter of Credit” shall mean a binding legal document from a banking institution issued to the Cooperative as beneficiary, guaranteeing payment for Electric Service or other obligations of the Member. The bank, form and amount shall be acceptable to the Cooperative. The Bank Letter of Credit shall be irrevocable and provide for advance written notice to the Cooperative in the event of non-renewal or termination.

“Board of Directors” or **“Board”** shall mean the directors of the Cooperative elected by the Members to establish corporate policy, appoint executive officers, and make major business and financial decisions for the Cooperative.

“Bylaws” shall mean the Bylaws of the Cooperative as they may be amended from time to time.

“Contribution-in-Aid-of-Construction” shall mean the amount of money calculated by the Cooperative, based on Prudent Cooperative Utility Practices, to be paid by a Member, owner or developer as reimbursement for all or a portion of the Cooperative’s Costs in providing Electric Service and/or Facilities as requested, to the extent that the purpose of the contribution is to extend, expand, improve or replace Facilities, factoring in where appropriate the recovery of Costs based on anticipated revenue of the load within a reasonable time. Unless otherwise agreed Contributions-in-Aid-of-Construction are non-refundable

“Cooperative” shall mean Carroll Electric Membership Corporation and authorized agents acting on its behalf.

“Cost” shall mean the Cooperative’s direct cost and allocated overhead for labor, materials and equipment as established for the Cooperative’s cost accounting purposes.

“Danger Tree” means a tree which is diseased, dead, dying or damaged and is at risk of falling on Cooperative Facilities and/or has a height of plus 5 feet equal to or greater than the distance from the base of the tree to a point on the ground directly beneath the nearest portion of the aligned electric system.

Electric Service” shall mean the electric energy furnished by the Cooperative and related services and Facilities.

“Entity” or **“Artificial Entity”** shall mean corporations of all types and locations, legally recognizable profit and non-profit unincorporated associations, business trusts, estates, partnerships, limited liability

companies, limited liability partnerships, general and limited partnerships, the United States of America, foreign governments, the State of Georgia or any agencies or divisions thereof.

“Facilities” shall mean electric wiring, apparatus, machinery, conductors, lighting, switches, equipment and related facilities.

“Levelized Billing” shall mean bills calculated based on a trailing 12-month average usage of Electric Service.

“Member” shall mean an individual, a legally married couple holding a joint membership, and/or an Entity who has qualified for membership pursuant to the Membership Documents and who receives Electric Service from the Cooperative.

“Membership Documents” shall mean the Cooperative’s Articles of Incorporation, Bylaws, Rates, tariffs, these Service Rules and Regulations, membership application and any other reasonable rules and regulations from time to time adopted or amended by the Cooperative, as well as any supplemental or separate contract between the Member or Applicant and the Cooperative.

“Meter Tampering” shall mean any act or failure to act as described in Sections 209-A-1, 300- H, 407 and 502.

“Minimum Bill” shall mean the minimum amount periodically billed to a Member for a predetermined number of times for the purpose of ensuring an acceptable payback in years for the Cooperative’s investment to provide Electric Service to a Member or a Member’s Premises.

“Non-PrePay Service” shall mean receipt of Electric Service through any Rate Schedule other than PrePay Service.

“Other Services” shall mean billboards, signs, barns, camp houses, grain bins, water pumps, and residences of a non-permanent nature.

“Outdoor Lighting” shall mean security lights and street lights installed and provided Electric Service pursuant to the outdoor lighting Rate Schedule.

“Permanent Other Services” shall mean schools, public buildings, churches, commercial and industrial establishments, controlled environment livestock and poultry housing, or any other structure or facilities deemed by the Cooperative to be of a permanent nature for which the Member requests Electric Service on a continuous, around-the-clock basis.

“Permanent Residences” shall mean permanent residences that are occupied daily as a Member’s primary residence year-round, except for brief absences.

“Person” shall be any individual or Entity with the capacity to enter a legally binding contract.

“Point of Attachment” shall mean:

- A. For overhead Electric Service, the point designated by the Cooperative on a Member’s Premises at which the Member’s Facilities intersect with the Member’s weatherhead.
- B. For underground service, the point designated by the Cooperative at which the Cooperative’s Facilities intersect with the Member-supplied conduit.

Notwithstanding the foregoing, a meter located beyond the Point of Attachment shall be the property and responsibility of the Cooperative.

“Power Factor” shall mean the ratio of the actual electrical power dissipated by an AC circuit to the product of the R.M.S. values of current and voltage. The difference between the two is caused by reactance of the circuit and represents power that does no useful work

“Premises” shall mean a tract of land, together with any buildings or other structures and appurtenances located thereon, where Electric Service is furnished or made available to a Member.

“PrePay Service” shall mean the Electric Service provided pursuant to Rate Schedule whereby Members self-manage payments for electricity consumption by paying in advance for Electric Service, and Members consent to and receive notices and communications regarding balance and disconnection electronically.

“Prudent Cooperative Utility Practices” shall mean determinations, construction, operational and maintenance, methods, accounting practices and standards, fiscal practices and standards and acts made in the exercise of reasonable judgment in light of the facts known at the time the decision was made, which could have been expected to accomplish the desired operational, fiscal and member relationship results consistent with good cooperative business and fiscal practices, reliability, safety and expedition at a reasonable cost. Prudent Cooperative Utility Practices is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to be a spectrum of reasonable practices, methods, standards or acts.”

“Rate Schedule” shall mean any schedule of rates or charges for certain classes of service as approved by the Board of Directors from time to time.

“Rates” shall mean the rates, terms and conditions for Electric Service set forth in the Cooperative’s Rate Schedules, as they may be amended from time to time.

“Recreational/Seasonal Services” shall mean residences and other facilities that are occupied on a recreational, weekend or seasonal basis.

“Schedule of Charges” shall mean the Schedule of Charges attached to these Service Rules and Regulations, as it may be amended from time to time.

“Security Deposit” shall mean a sum of money paid to the Cooperative to secure a Member’s payment for Electric Service or other current or inchoate debt or obligation owed to the Cooperative.

“Service Area” shall mean the geographical area allocated to the Cooperative by the Public Service Commission within which the Cooperative may provide Electric Service and the location of any Premises the Cooperative may otherwise lawfully serve under the Georgia Electric Territory Act.

“Temporary Service” shall mean facilities requiring Electric Service of a short and/or transient nature.

“Total Electric” shall mean a dwelling having an electric primary heat source (heat pump, dual fuel, or geothermal) with electric water heating only. The use of a gas range, gas oven, and gas clothes dryer is acceptable. Gas secondary heat sources are also acceptable.

**APPENDIX “A”
Schedule of Charges**

1. Membership Fee	\$15.00
2. Account Service Charge	\$20.00
3. Collection Charge	\$20.00
4. Disconnect Charge	\$25.00
5. Reconnect Charge	
During normal working hours	\$20.00
After normal working hours	\$50.00
6. Returned Check Charge	\$30.00
7. Consumer Service Call (dispatch)	
During normal working hours	\$25.00
After normal working hours	\$40.00
8. Meter Test Charge	
Single-Phase	\$25.00
Multi-Phase	\$40.00
9. Meter Investigation Charge	\$100.00
10. A) Temporary Construction Service Charge (including account service charge)	
During normal working hours	\$85.00
After normal working hours	Actual Cost
B) Temporary Service Minimum Charge	\$150.00
C) Temporary Rig Rental Fee per month	\$24.00
11. Cut Seal Charge	\$65.00
12. Late Fee	5% of total bill \$10.00 Minimum
13. Security Deposits	
<u>Residential-</u> Two times the average monthly bill, with a minimum of \$100.00	
<p>Security deposits may be increased in increments of \$25.00 for each time the service is disconnected for non-payment of a bill until the security deposit is equal to two times the average monthly bill.</p>	
<p><u>Commercial-</u> Two times the average monthly bill, with a minimum of \$100.00</p>	
14. Construction Charges	
A) Overhead “Contribution-In-Aid of Construction”	\$9.00/ft
1) Rock, etc.	At Cost
B) Underground “Contribution-In-Aid of Construction”	
1) Up to overhead allowance footage	\$3.00/ft
2) After overhead allowance footage	\$12.00/ft
3) Rock, drilling, etc.	At Cost
C) Pole Removal Cost (Service Conversions)	\$150.00 Per Pole
D) Lot Charge-Overhead	\$225.00 per lot
E) Lot Charge—Underground	\$450.00 min. per lot—total electric \$750.00 min. per lot—non-total electric
F) Commercial & Apartment Charge	
G) Extra Trip Charge	\$450.00 per service lateral \$85.00

APPENDIX “B”
Places and Methods of Payment
Means of Payment

Members may pay or prepay for Electric Service as follows:

1. In person at Cooperative’s offices, during regular business hours.
2. By phone with an E-check.
3. Online at www.carrollemc.com or on our mobile app.
4. In person at self-serve payment kiosks located at the Cooperative’s headquarters in Carrollton and district offices in Buchanan and Franklin (and such other locations as may be established by the Cooperative and posted at www.carrollemc.com).
5. By mail to the address indicated on the bill, postage prepaid. Members are responsible for ensuring that mailed payments are received by the Cooperative on or before the due date.
6. Automatically by bank draft or credit card for Non-PrePay Service Accounts, following enrollment in the automatic bank draft or credit card payment plans.
7. The telephone, website and kiosk payment methods are available 24 hours a day, seven days a week, except for temporary unavailability due to maintenance, upgrades and circumstances out of the Cooperative’s control. The Cooperative’s meter service technicians and service crews are not authorized to accept payment. Members making payments via methods not listed as approved above, such as through commercial bill pay services, are not effective until physical receipt of the payment by the Cooperative. Members are responsible for ensuring all payments are received by the Cooperative on or before the due date.

Members may pay for Electric Service by the following means:

1. Payment by cash, check, credit card or debit card at the Cooperative’s headquarters or any of its district offices or third-party payment centers.
2. Payment by credit or debit card through the Cooperative’s website and automated phone payment system.
3. Payment by cash, check, credit card or debit card at self-serve payment kiosks located at the Cooperative’s headquarters and district offices.
4. Payment by automatic bank draft or credit card charge pursuant to a valid written authorization signed by the Member.