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Hart Electric Membership Corporation

SERVICE RULES AND REGULATIONS

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DEFINITIONS

For the purpose of better understanding these Service Rules and Regulations and Rate Schedules, the words and expressions listed below shall have the following meanings:

ABBREVIATIONS: The following commonly used abbreviations will be used:

- National Electrical Code- NEC
- Horsepower- HP
- Kilovolt-ampere(s)- kVA
- Kilowatt(s)- kW
- Kilowatt-hour(s)- kWh
- Reactive Kilovar- kVAR
- Ampere- A
- National Electrical Safety Code- NESC

AGREEMENT OR APPLICATION: A written contract or service request for a supply of electric service.

APARTMENT: Premises containing two or more residential dwelling units. (Hotels, tourist camps, motels, hospitals, nursing homes, etc., consisting primarily of guest rooms and/or transient accommodations, are not included.)

AUXILIARY SERVICE: Service supplied for a part of member's electric requirements, the wiring for which is entirely separate and apart from the wiring to the remainder of member's electric requirements when the latter are furnished by member's privately-owned generating equipment.

BILLING kW OR BILLING kVA: Member's maximum load expressed in kW or kVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the bill.

BILLING CYCLE: The Cooperative's schedule for meter reading and billing which defines the starting dates for billing periods.

BILLING PERIOD: The interval between any two meter readings that are taken for billing purposes. All rate schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

CONTRACTED CAPACITY: Member's specified requirements expressed in kW or kVA for which member contracts and the Cooperative is obligated to supply.

COOPERATIVE: An enterprise or organization owned by and operated for the benefit of those using its services

DELIVERY POINT: The point of the physical connection between the Cooperative's facilities and the member's facilities.

DELIVERY VOLTAGE: The voltage of Cooperative's facilities at the delivery point.

ENERGY: Energy is supplied by the combination of electric current and electric potential that is delivered by an electrical circuit and is expressed in kWh.

HERTZ: The unit of frequency, one cycle per second.

kWH: The unit of electrical energy equal to 1000 watts consumed for 1 hour.

MEMBER: The individual, partnership, corporation or other legal entity in whose name service is rendered at single premises.

METER: The complete installation of equipment needed to measure the maximum load, energy, and other parameters of electricity supplied to the member.

METERED VOLTAGE: The voltage at which service is metered irrespective of the delivery voltage.

MOBILE HOME: A portable vehicular structure constructed on a chassis and designed to be used without permanent foundation as a dwelling unit. A mobile home park is defined as a developed area of land containing water and sewer systems, containing streets, and ten or more contiguous sites for mobile homes, each site containing at least 2,000 square feet(exclusive of streets, recreational areas, parking areas, and any commercial areas.) Each site shall have a suitable pole on which to permanently attach our wires.

NOMINAL VOLTAGE: The designated voltage assigned to a circuit or system of a given voltage class for the purpose of convenient identification.

OVERHEAD SYSTEM: Those parts of Cooperative's distribution system which are constructed on and supported primarily by wooden poles.

POWER FACTOR (PF): In rate schedules providing for power factor adjustment, PF will be calculated from the relation between the (kVA) and the active (kW) components of demand used, expressed in percent.

PREMISES: A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial or of an industrial member and which may include the outlying or adjacent buildings used by the same member, provided the use of service in the outlying buildings is supplemental to the service used in the main residence or building.

PRIMARY LINE: Any distribution line of the Cooperative operated at a nominal voltage between 7,200 volts and 24,900 volts.

RATE SCHEDULE: A part of the tariff which sets forth the availability and charges for service supplied to a particular class of members.

RESIDENTIAL DWELLING UNIT: An individual residence including mobile homes and trailers or a room or combination of rooms with facilities for private living for a single family.

RIDER: A part of the Service Rules and Regulations and Rate Schedules setting forth supplemental provisions which have limited applications to rate schedules.

SECONDARY LINE: Any distribution line of cooperative operated at a voltage under 7,200 volts.

SERVICE AREA: Any premise, area, or tract of land lying within the legal territory of the Cooperative as defined in the Georgia Territorial Electric Service Act and administered by the Georgia Public Service Commission.

SERVICE REGULATIONS (BOOKLET): A booklet describing the Cooperative's requirements for connection to its electrical system. It is used primarily as a reference for electricians and contractors planning on constructing buildings or installing, repairing, or renewing apparatus or equipment to be connected to the Cooperative's distribution system.

STANDBY CAPACITY: Service available for member's requirements in whole, or in part, for use in the event of temporary failure of the member's privately-owned generating equipment.

SUBSTATION: The electric equipment and structures, including transformers, switches, protective devices, and other apparatus necessary to transform energy from a transmission voltage to primary voltages.

UNDERGROUND SYSTEM: Those parts of Cooperative's distribution system that are constructed and installed underground.

UNDERGROUND DISTRIBUTION NETWORK: An underground electrical system serving a residential or commercial complex.

100 ELECTRIC SERVICE AVAILABILITY

101 Application for Membership

Any person, firm, association, corporation, or body politic shall sign a written application for membership. In this application, member shall agree to purchase from the Cooperative electric energy used on premises and to be bound by the Cooperative's Certificate of Incorporation and Bylaws and all rules, regulations, and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the applicable rate schedule or, in the event of a written contract for service, the minimum set forth in said contract. This application shall be made in advance of the time service is desired to allow time for proper engineering, scheduling, and construction.

102 Membership Fee

Every member shall pay a membership fee of \$5.00. A member may have any number of service connections under one membership. Members must file applications for each such desired service connection on a form provided by the Cooperative and shall pay for each service connection a fee of \$15.00 plus the proper deposit called for in section 103. Upon termination of membership for any reason, the membership fee or any remaining portion thereof, shall be credited to the final bill or refunded, if in excess of \$2.00, after all outstanding indebtedness on the part of the member to the Cooperative has either been paid or deducted from the sum total of the membership fee and the service security deposit held in the service account.

103 Service Security Deposits

A. Residential Security Deposits:

1. No member deposit will be required if at least one of the following criteria can be met:
 - a. A current residential member must have established a satisfactory credit history of twelve (12) or more immediately preceding months with the Cooperative.

- b. A satisfactory Letter of Credit Worthiness consisting of twelve (12) immediately preceding months from another electric service provider may be accepted in lieu of a deposit for new applicants. The letter must be received at the time of application.
 - c. A satisfactory score from the approved Credit Repository may be accepted in lieu of a deposit for new applicants.
2. When requirements of 103.A.1. have not been met, the Residential Security Deposit for service connections shall be paid at the time of application and will be determined as follows:
 - a. The Residential Security Deposit for new applicants will be determined by the score obtained from the approved Credit Repository and shall be no less than one hundred and fifty dollars (\$150.00) nor greater than three hundred and fifty dollars (\$350.00).
 - b. The Residential Security Deposit for current or previous members of Hart EMC will be the greater of the following amounts: previous established deposit amount or deposit amount determined by the score obtained from the approved Credit Repository and shall be no less than one hundred and fifty dollars (\$150.00) nor greater than three hundred and fifty dollars (\$350.00).
 3. The Residential Security Deposit will be credited to the member's account after twelve (12) consecutive months of prompt payment history. Upon termination of service to a location, the Security Deposit shall be applied to the final bill or any remaining portion, and any sum in excess of \$2.00, thereof shall be refunded and/or credited after all outstanding indebtedness on the part of the member to the Cooperative has either been paid or deducted from the Deposit and Membership Fee as provided in Section 102, if applicable.
 4. If a member has provided a security deposit on one or more accounts and needs an additional low usage account, the deposit for this account shall be fifty dollars (\$50.00).
 5. See Section 104.A.4 for deposits levels after service disconnect for non-payment.

B. Commercial and Industrial Security Deposits:

1. New Commercial Accounts - A deposit equal to a two month estimated bill amount shall be paid at the time of application for service.
2. New Commercial Accounts at existing locations - A deposit equal to a two month average bill shall be paid at the time of application for service, unless the new load requirements differ substantially from the previous occupants, deposits would then be equal to a two months average estimated bill.

C. Agriculture Deposits:

1. New Chicken Farm Accounts – A deposit equal to at least one thousand dollars (\$1000) per chicken house shall be paid at the time of application for service.
2. Other New Agriculture Accounts (hog parlor, dairy, etc.)- A deposit equal to at least a two month estimated bill based on a similar location or occupant provided billing data.
3. New Agriculture Accounts at Existing Locations – If a location has established an adequate history of twelve (12) months or more, a deposit equal to a two month average bill shall be paid at the time of application for service. If the new load requirements differ substantially from the previous occupants', the deposit would then be equal to a two months average estimated bill.

104 Reconnection of Service for Non-Payment

A. The member must pay:

1. Any past due amount(s) owed to the Cooperative.
2. A forty dollar (\$40.00) reconnect fee.
3. Additional deposit in the amount of two (2) times the average monthly bill.

4. The maximum deposit level for subsequent disconnects will be three (3) times the average monthly bill.

B. Requirements for reconnect:

1. The service location may be electrically tested for potentially dangerous conditions.
2. One of the three conditions listed below must be met before a service location shall be energized:
 - a. The member or the member's representative must be present and verify that the electric service is acceptable,
 - b. The main breaker or disconnect is open and no current is flowing through the meter,
 - c. A meter with an internal service disconnect has been installed, which may require the action of the member to energize the service location.
3. If the requirements are not met, the meter will not be installed or service location energized, and a note will be left for the member. The member will be responsible for any fees deemed appropriate should extra trips be required to establish service.
4. Service will not be reconnected after 10:00 pm for any service location requiring a visit by Cooperative personnel.

105 Previous Accounts

Members requesting service shall pay any old debts owed to the Cooperative and the necessary security deposit, as outlined in section 103, before a new account is connected. Changing the name on an account within a family (such as from husband to wife, father/mother to child, etc.) will not relieve the obligation to pay debts to the Cooperative before service can be connected.

200 GENERAL EXTENSION POLICY

201 Overhead Extensions

Applications for electric service will be classified into one of the following defined classifications and service will be extended accordingly. The Cooperative reserves the right to establish the location of the delivery point in preparing to serve all member facilities.

A. Permanent Establishments

1. Residences, Public Buildings, and Churches (single phase service)

This classification includes residences, schools, public buildings, and churches requiring single phase electric service on a year-round basis. Permanent, single phase electric service facilities will be extended to such establishments in our service area without any requirement of contribution-in-aid of construction for the first one thousand (1000) feet of line construction. After 1000 feet of line construction, a contribution-in-aid of construction will be calculated using the most recent construction and retirement unit cost prices, including any applicable right-of-way costs. Total charges to the applicant/member will be based on prudent engineering methods. Any additional costs incurred as a result of extending this type of service will be the responsibility of the applicant/member. Typical additional costs could include, but are not limited to, permits from other entities such as railroads and the US Army Corps of Engineers.

2. Commercial and Industrial Establishments (single or three phase service)

This classification includes permanent commercial or industrial establishments and any other permanent establishments requiring single or three phase service. Single phase or three phase service will be extended to such establishments, except that a supplemental written agreement and/or a contribution-in-aid of

construction shall be required if the Cooperative determines such to be necessary to make such extension feasible. If the desired location is within 500 feet of existing three phase distribution lines, no contribution-in-aid is required. If the desired location is more than 500 feet from existing distribution lines, a contribution-in-aid may be applicable.

B. Temporary Service (non-permanent)

Single phase, temporary service of 120/240 volts will be furnished for construction or other purposes for a period of up to twelve months. Unless the member expects to take permanent service from the Cooperative, such service must be located within 150 feet of the Cooperative's existing distribution lines. Application for temporary single phase service of more than 150 feet from existing distribution lines, or less if a pole is required, and for temporary three phase service, shall be handled on an individual basis. A nonrefundable fee shall be required for the installation of each such temporary service, based on the most recent construction and retirement unit cost prices, including any applicable right-of-way costs. This fee is in addition to the membership fee, service deposit, and connection fee.

The consumer applying for temporary service will be required to supply a suitable pole and meter loop set at the desired location. The top of the pole must be at least 12 feet above ground level or higher if required for proper ground clearance of the service wire or at a height that meets the most recent edition of the NESC, meeting whichever of these conditions provides the most clearance above ground.

C. Seasonal Establishments

Service will be extended to establishments used seasonally on a case by case basis. The Cooperative will determine the cost, terms, and conditions to make the extension feasible.

D. Supplemental or Miscellaneous Loads (barns, signs, pumps, etc.)

Single or three phase service will be extended pursuant to 201.A.2. Contribution-in-aid to construction will be determined on an individual basis, based on the most recent construction and retirement unit cost prices, including any applicable right-of-way costs.

E. Lighting Service

Service will be extended for outdoor lighting under the rates in effect at the time of the request. Outdoor lighting may be installed for a member, provided the member has a membership and the light is billed on an existing account. A membership shall be required for outdoor lighting only accounts.

A five-year contract shall be required.

A fee per light will be billed to the member when it is desired to have a light installed on an existing distribution pole. This cost will be based on current construction unit prices.

A supplemental charge will be applied when an additional pole is needed to meet the location request of the member for the light. This cost will be based on current construction unit prices.

A non-refundable advance payment for one year will be required for non-property owners.

Non-payments for outdoor lighting shall be subject to disconnection consistent with other non-payments.

If a light is removed or disconnected for non-payment, the member must pay the total past due amount(s) owed, in addition to any reconnect fees or contribution-in-aid of construction to have the light reinstalled or re-energized.

Relocation costs shall be based on the most recent construction and retirement unit prices and billed to the requesting member.

If a member requests the retirement of a light from his premises after the expiration of the original contract, the light will be removed and retired to stock at no cost. After retirement, if the member requests a new light installed at or near the original location within six months of the removal, an aid-in-construction charge based on the most recent unit prices shall be billed.

202 Underground Extensions

Underground services are subject to special conditions and policies making it necessary to consult the Cooperative before wiring or rewiring the premises. When underground service is supplied, the Cooperative will designate the point at which Cooperative underground lines will be connected to the member's facilities.

Following the execution of an underground contract, the Cooperative will install, own, and maintain underground facilities under the same conditions as it would overhead facilities provided the Cooperative obtains a payment in the amount by which the average cost for providing underground service exceeds the average overhead distribution cost, which is standardized on an average cost per foot determined periodically by the Cooperative. The Cooperative may impose additional charges for unexpected expenses such as rock, high water table, and any other type of obstruction. The minimum charge for the installation of underground facilities will be two hundred dollars (\$200.00).

Except for bulk primary distribution feeders, the Cooperative will not install overhead distribution facilities or replace underground facilities with overhead facilities in an area served by an underground distribution network system unless sound engineering practices dictate otherwise.

The Cooperative will, upon payment, replace existing overhead facilities with underground facilities. The cost to perform this request will be based on the total cost to remove the existing overhead facilities and to install the new underground facilities. The cost to install these underground facilities will be based on total cost to install, not on the above referenced cost to extend new underground facilities in an area that did not already have an established method of service. Construction of this type will not be contemplated when sound engineering principles dictate otherwise.

203 Facilities Extension Ownership

All line extensions, service wire and connections, no matter who pays or contributes toward the cost thereof, are to be made by the Cooperative and remain the property of the Cooperative. The Cooperative shall not be required to serve any member over a line built, owned, operated, and maintained by a member or a third party.

All property of the Cooperative placed in or upon the member's premises, used in supplying service to him, is placed there under his protection.

The Cooperative shall have access to such property at all reasonable times. The member shall not commit or cause or permit any act that will or may result in damage to or loss of such property or in the loss of life or injury to any person, or the loss of or damage to any other property, in relation to such property.

204 Transformer Substations

A transformer substation to step-down from the primary service voltage to the member's motor voltage will be furnished, owned, and maintained, normally, by the Cooperative. Where, in the opinion of the Cooperative, it is necessary to protect the Cooperative against loss by reason of its investment, the Cooperative may require the member to deposit, with the Cooperative, the cost of the required transformer station less estimated salvage value at the end of five years. This deposit will be refunded to the member when he has taken service from the Cooperative for a continuous period of five years. Should service be discontinued before that time, no refund will be due and ownership of the station will remain property with the Cooperative. Transformer stations shall be furnished, owned, and maintained by the member under the following conditions:

1. Any capacity beyond the reasonable, permanent needs of the member, and any non-standard equipment, i.e., equipment not in common use by the Cooperative,
2. Any equipment beyond the first transformer where double transformation is required by the member,
3. Where service is distributed at the primary voltage to separate loads by the member in order to obtain consolidated billing.

300 SERVICE CONNECTIONS, MEMBER WIRING, AND MEMBER EQUIPMENT

301 Service Connections

The wiring and electrical equipment in or upon the premises of the member up to the delivery point must have the approval of the constituted authority of the local government agency, or any other constituted authority, if any, and other lawfully applicable standards before it can be connected to the system. Information is available at the headquarters, any district office, or on the Cooperative's web site.

The location of the service attachment shall be determined by agreement with a representative of the Cooperative. The member shall provide suitable means of supporting service wires to his building or other point of attachment which will provide clearance as required by the NESC. The Cooperative shall not be required to build without cost to the applicant more secondary line than is necessary to reach the attachment point as agreed to by the Cooperative.

The Cooperative's responsibility as to installation and/or maintenance of facilities shall not extend beyond the point of interconnection with the member's facilities (delivery point).

When the member's service requirements are of such a nature that a central distribution point be located on a pole, the member will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities. This pole shall be of a type approved by the Cooperative.

302 General Wiring Requirements

Each member shall cause all premises receiving electric service pursuant to his membership to become wired in accordance with the requirements of the most current edition of the NEC. Each member shall be responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or failure to comply with all wiring and maintenance standards.

In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop used on such premises.

303 Member Equipment

- A. **Electric Motors** – The Cooperative should always be consulted on motor installations other than motors used in normal home appliances. When necessary, the Cooperative shall limit the starting current which may be drawn by a motor. All motors should be provided with devices that will protect the motor against overload and short circuit conditions as defined in the NEC. All three phase motors shall have overload devices on each of the three phase wires to ensure proper protection for the motor in the event one phase should fail. The Cooperative cannot guarantee against accidental or temporary change in phase rotation or phase failure; therefore, all motors shall be equipped with suitable protection against such reversal or phase failure.
- B. **Electric Generators** – Where auxiliary service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed. A double-throw switch must be provided by the member to prevent the member's generator from operating in parallel with the Cooperative's system and possibly causing personal injury or damage to equipment.
- C. **Electric Welders and Miscellaneous Devices** – Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects either the Cooperative's equipment or service to other members. The Cooperative must be consulted before the installation of such equipment.
- D. **Member Responsibility for Protective Devices** – All protective devices required by these regulations as well as those required by the NEC shall be provided by the member and at the member's sole expense.
- E. **Distributed Generation Facilities**
Members desiring to operate distributed generation in parallel with the Cooperative's system must follow the Cooperative's Distributed Interconnection Generation Policy.

304 Power Factor Correction

The sustainability of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Motors not operating at satisfactory efficiency contribute largely to the creation of a low power factor to both the Cooperative and the member. Where the overall power factor of the member's load is less than 90% lagging, the Cooperative may require the member, at the member's expense, to install equipment to correct the power factor to, at a minimum, of 90% lagging. The Cooperative reserves the right to measure the power factor at any time and to adjust the demand charge when the power factor is less than 90% lagging.

305 Phase Load Balance

When multi-phase service is furnished, the member will continuously maintain a reasonable balance of load between the phases.

400 CONSUMER RATES

401 Rate Schedule Availability

When two or more rates are available for certain classes of service the conditions under which each is applicable to the requirements for the individual member are plainly set forth in the Cooperative's published rate schedules. The choice of such rates lies with the member. The Cooperative will at any time, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such a rate or for the continuance of the lower annual cost under the selected should the volume or character of service change. A member having selected a rate adapted to his service may not change to another rate within a 12-month period unless there is a substantial change in the character of conditions of his service.

402 Filing of Rate Schedules

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission and will be provided at either the Headquarters or any District Office of the Cooperative.

403 Contract Period

All rates have a minimum contract period as shown. Members not using service for the minimum period shall have a service charge assessed according to the circumstances in the case or as a signed contract may specify. See Section 404.

404 Seasonal Use

Due to the permanent nature of electric installations all members are expected to receive electric service on a year-round basis. Members who discontinue service before receiving one year of service, will be assessed a charge equal to their minimum bill times the number of months remaining on the year of service. The time for the year of service will start on the date of the most recent connect. Before service can be reconnected, a deposit based on the current requirements will have to be paid. In addition, if the disconnect was for nonpayment, any deposit required because of that circumstance will have to be paid before service is restored.

500 METERING

501 Electric Meters

All meter bases shall be installed on an exterior surface as nearly as possible at eye level. Upon receipt of the application for service, a representative of the Cooperative will, upon request, survey the premises to be served and locate the meter base in the most convenient and satisfactory location.

Central meter pole service may be provided upon request where such installations may be necessary to adequately supply power to the served premises. A meter pole shall be provided by the member in a case where a suitable building for mounting the meter is not available. The Cooperative will furnish the meter socket. The Cooperative must approve all sockets not furnished by the Cooperative.

All meters shall be placed ahead of switches and fuses unless otherwise agreed to by the Cooperative.

If a member adds on to the building and the meter is enclosed by the addition, the member must relocate the socket to an exterior surface within 30 days. Failure to do so will result in service being terminated after written notice to the member.

502 Meter Reading

The Cooperative will read all meters at regular intervals.

503 Incorrect Reading of Meter

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible and the bill will be re-calculated as nearly as possible to reflect the correct usage.

504 Estimated Meter Readings

When no meter reading has been made or received by the Cooperative by the time to start the billing process, an estimated reading will be used based on the previous month's consumption, unless there is reason to use an alternate reading.

505 Failure of Meter to Register Correctly

If a meter fails to register correctly, the member will be billed on an estimated consumption, which will normally be based on the previous usage of the member. Consideration will be given to consumption during the months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

506 Meter Tests

The Cooperative will, upon request, test the accuracy of a member's meter upon the member making a deposit of fifty dollars (\$50.00). If the meter, upon testing, is found to be more than 2% (plus or minus) in error, the deposit shall be credited to the member's account, and the member's bill will be adjusted for not more than the three months preceding the test. If the meter, upon testing, is found to be less than 2% (plus or minus) in error, the deposit will be applied to the cost of performing the test.

507 Incorrect Meter Multipliers

When it is determined by the Cooperative that an incorrect multiplier has been used in billing an account, the bill or bills may be re-calculated for the full period of time in question.

600 BILLING

601 Billing Period and Payment of Bill

All members shall be billed monthly unless otherwise specified by the applicable rate. A bill will be sent to each member, normally covering electric service up through that month's meter reading, but the bill may also include charges for material, services, etc. Rates or charges are pro-rated for portions of a billing period. The net bill is due in full when rendered. Payments for these bills must be received before the past due date shown on the bill. If not paid by this time, a late fee of \$5.00 will be added to the amount due. Senior Citizens may have this \$5.00 late fee waived if they qualify and apply for our Senior Citizens Payment Plan. If payment has not been received in the Cooperative's office one day before the next scheduled meter reading date, a \$6.00 cut off notice fee will be added to the account. Those accounts not paid by one day before their next scheduled meter reading date will receive a DISCONNECT NOTICE on their next bill and service will be subject to

disconnection. Failure to receive the original bill or the subsequent bill will not be considered a valid reason for not paying the bill.

602 Disconnection for Failure to Pay and Reconnection Fee

All members whose service has been disconnected for failure to pay their bills in accordance with the provisions of Section 601 shall be required to pay a forty dollar (\$40) reconnect fee. This is in addition to paying all past due amount(s), additional security deposit as outlined in section 104, and any other outstanding charges. If it is determined that the past due bill was an incorrect amount, an adjustment will be made in the amount past due and payable for reconnection. If the account remains disconnected for a 7 day period, it will be considered an inactive account. This means that all electricity used up to the final meter reading, along with the reconnect fee, and additional security deposit must be paid to reinstate the electric service.

603 Returned Payments

A member's account will not be considered paid and will be subject to late fees and provisions for disconnection of service, if a payment is returned. A returned payment, of any type, will result in a thirty dollar (\$30) fee. The returned payment may make the account subject to immediate disconnection of service. The Cooperative may elect to put an account on a cash only basis.

604 Other Reasons for Disconnection or Reconnection

- A. Service will be disconnected immediately and without notice for the following reasons:
 - 1. Discovery of meter tampering.
 - 2. Diversion of electric current.
 - 3. Use of power for illegal reasons.
 - 4. Discovery of a condition determined by the Cooperative to be hazardous.

- B. Electric service will be reconnected in the above cases under the following conditions:
 - 1. Correction of infraction.
 - 2. Payment for any unmetered energy if applicable.
 - 3. Payment of reconnection fees in the amounts outlined in Section 602.
 - 4. Payment of a fifty dollar (\$50) fee for tampering or diversion, if first offense; or one hundred dollars (\$100) if a second occurrence, or two hundred dollars (\$200) if a third or greater occurrence.
Member may be required to supply additional security deposit.
 - 5. Member must agree to comply with the requirements to protect the Cooperative against further infractions.

- C. Service may be disconnected, but only after notice and reasonable time to correct the infraction has been allowed, for the following reasons:
 - 1. For violation of and/or non-compliance with any applicable state or other local laws, regulations and codes pertaining to electric service.
 - 2. For non-compliance with bylaws, rules and regulations of the Cooperative.

Electric service disconnected for above reasons will be reconnected upon correction of infractions under same conditions as if member had requested disconnection.

605 Extension of Credit

- A. The cooperative may deviate from its policy on disconnection for delinquent bills only in accordance with the following standards:
1. When it is determined that extension of credit for a fixed time, or arrangement for installment payment of the bill, will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
 2. When the member involved 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
 3. When the involved bill is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the member or his family; or
 4. When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by a death.

The Cooperative will have the final decision on any extension of credit.

606 Accounting Treatment

For members having two or more accounts, all payments received shall be applied to the respective accounts according to the member's direction. Payments received without appropriate direction shall be applied pro rata to all accounts belonging to the member.

700 EASEMENTS, RIGHTS OF ACCESS, AND COOPERATIVE PROPERTY

701 Member to Grant Easements to Cooperative if Required

Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative additional grants of easement or rights-of-way over, on, and under lands owned by the member, as the Cooperative shall require for the furnishing of electric service to the member or for the construction of other facilities necessary for furnishing service to others or for transmitting power between two or more otherwise unconnected points on the Cooperative's system.

702 Right of Access

Cooperative's identified employees shall have the right of access to consumer premises at all reasonable times for the purpose of reading meters, testing, repairing, moving, maintaining, inspecting or to exchange any or all equipment and facilities which are property of the Cooperative, including all facilities, overhead or underground.

800 GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

- A. A member may voluntarily withdraw in good standing from membership upon compliance with the following applicable conditions:

Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership all as of the effective date of withdrawal; and either:

1. Removal to other premises not furnished service by the Cooperative; or

2. Ceasing to use any central station electric service at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.
- B. Upon such withdrawal, the member shall be entitled to a refund, without interest, of his membership fee and of any refundable deposit, in excess of \$2.00, then held by the Cooperative.

STATEMENT OF NONDISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

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