

# **Service Rules And Regulations**

**Effective Jan. 1, 2013**

**Washington Electric  
Membership Corporation**

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**Service Rules and Regulations**  
(Amended and restated as of August 30, 2012)

**Washington Electric Membership Corporation**

**Application and Interpretation of Service Rules and Regulations**

These Service Rules and Regulations shall be binding on Applicants, present and past Members, and any other party who receives Electric Service from the Cooperative.

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.

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

Capitalized terms shall have the meaning provided in Article IX.

## ARTICLE I

### **100 Conditions for Electric Service Availability**

### **101 Conditions for Initial Electric Service**

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

- A. Execute an application for Membership whereby the Person agrees, among other things, to be bound by the Cooperative's Membership Documents.
- B. 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 of identity as the Cooperative deems necessary to confirm the identity of the Applicant, such as a governmental-issued photo identification card for the Applicant.
- C. Pay the Membership fee and Account service fees listed in the Schedule of Fees.
- D. Provide a Security Deposit or other assurance of payment for Electric Service as provided in these Service Rules and Regulations.
- E. Pay any outstanding or prior debt owed to the Cooperative unless the Cooperative agrees to accept periodic payments to satisfy the debt within a reasonable time.
- F. Execute a written easement for the premise to be served if deemed necessary by the Cooperative.
- G. 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 a governmental or regulatory body.
- H. If deemed necessary by the Cooperative, execute a separate contract supplementing these Service Rules and Regulations.
- I. Comply with such other reasonable requirements as the Cooperative may require under certain circumstances, including, without limitation, providing a copy of a lease or rental agreement, payment of a Contribution-in-Aid-of-Construction, and payment of Costs or provision of security to assure payment of Costs incurred by the Cooperative to mitigate conditions caused by providing Electric Service that may adversely affect the provision of Electric Service to the Member, other Members or third parties, or which create risks to the Cooperative, the Member, other Members or other parties.

**102 Conditions for Additional Electric Service**

- A. Any Member seeking to obtain Electric Service at additional delivery points shall:
  - 1. Execute an application for Additional Electric Service.
  - 2. Provide an additional Security Deposit or other assurance of payment for Additional Electric Service as provided in Section #103.
  - 3. Pay the additional Account fee listed in the Schedule of Fees.
  - 4. Pay any outstanding or prior debts owed to the Cooperative by the Applicant unless the Cooperative agrees to accept periodic payments to satisfy the debt within a reasonable time.
  - 5. Execute a written easement if deemed necessary by the Cooperative.
  - 6. 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 a governmental or regulatory body.
  - 7. If deemed necessary by the Cooperative, execute a separate written contract supplementing these Service Rules and Regulations.
  - 8. Comply with such other reasonable requirements as the Cooperative may require under certain circumstances, including, without limitation, providing a copy of a lease or rental agreement, payment of a Contribution-in-Aid-of-Construction, and payment of Costs or provision of security to assure payment of Costs, incurred by the Cooperative to mitigate conditions caused by providing Electric Service that may adversely affect the provision of Electric Service to the Member, other Members or third parties or create risks to the Cooperative, the Member, other Members or other parties.

**103 Service Security Deposits and Other Assurances of Payment**

- A. Unless waived or reduced pursuant to the provisions of subsection B. below, or as provided for otherwise in a separate written contract, an initial Security Deposit shall be required prior to the provision of Electric Service to such Premises. A Security Deposit may be required for each Account added by the Member.
- B. After initial Electric Service is provided, the Cooperative may require payment of an additional Security Deposit or other assurance of payment if the Cooperative determines, in good faith, that either: (i) there has been a material change in the likelihood that a Member will pay and perform the Member's obligations to the Cooperative as required; or (ii) that the circumstances of service to a Member have changed in such a fashion as to make the existing Security Deposit or other assurance of payment inadequate. When a Member's Electric Service is discontinued for nonpayment, an additional Security Deposit in an amount sufficient to provide the Cooperative assurance for future payment on the Account may be required for Electric Service to be restored. The Cooperative may waive or reduce the payment of a Security Deposit if a credit report, or summary report, from a reliable credit bureau or reporting service establishing, to the Cooperative's satisfaction, that Applicant is not likely to default in Applicant's payments to the Cooperative. The credit report, or summary report, will be obtained by the Cooperative from the credit bureau or reporting service selected by the Cooperative.

- C. When a Member's Electric Service is discontinued for nonpayment, an additional Security Deposit in an amount sufficient to provide the Cooperative assurance of future payment on the Account may be required before Electric Service is restored.
- D. The Cooperative reserves the right to require additional assurances of payment on the Accounts of non-residential service. Additional assurances of payment may include, but are not limited to:
  - 1. A bank Letter of Credit which is from a bank and in a form and amount acceptable to the Cooperative
  - 2. A surety bond issued by an insurance company and in a form and amount acceptable to the Cooperative.
- E. All Security Deposits shall be refunded to the Member, without interest, upon termination of Electric Service to the Premise for which the deposit is being held. Refunds will be processed by issuing a credit on the final bill for service for the Account. Should the deposit be greater than the amount owed to the Cooperative by the Member on the Account, the remaining balance will be paid to the Member or as the parties have agreed in a separate written contract for Electric Service.

**104 Service Charges**

A Member requesting services from the Cooperative unique to the Member's Premises, which requires the Cooperative to dispatch its personnel or agents to the Premises, shall be charged at the rate specified for "Service Calls" in the Cooperative's Schedule of Fees.

**105 Place of Application**

Application may be made at the Cooperative's headquarters office, its Branch offices or by any other means that may be designated by the Cooperative's Board of Directors for the convenience of the Members.

**106 Office Locations and Service Hours**

A. Office Locations

- 1. The Cooperative's general office is located at:

258 North Harris Street  
Sandersville, GA 31082

- 2. The Cooperative's branch offices are located at:

500 East Hancock St.  
Milledgeville, GA 31061

12860 Broad St.  
Sparta, GA 31087

100 West College Street  
Wrightsville, GA 31096

**B. Office Hours**

1. Regular office hours are between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except for Cooperative recognized holidays.
2. Member requests for service calls outside of regular office hours may be arranged at times other than normal working hours and may require payment of additional charges.
3. Emergency service repair and power restoration work is performed 24 hours a day, seven days a week.
4. Service personnel may be reached by calling the Cooperative's headquarters office at (478) 552-2577 and (800) 552-2577 Georgia Toll-Free for long distance calls.

**107 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 101 and 102 of these Service Rules and Regulations. Likewise, the Cooperative shall not furnish Electric Service to an Applicant or Member if the Cooperative reasonably believes that the Applicant or Member is engaged in a plan or conspiracy with a third party to defraud the Cooperative by assisting such third party to avoid payment of a debt owed to the Cooperative as would be required if such third party applied or received Electric Service in such party's own name.

**108 Standby Power**

No electric power 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.

**109 Resale of Power**

Members shall not directly or indirectly resell Electric Service for any purpose, except for Electric Service provided to rental facilities centrally metered, where the Cost of utilities is included in the rent charged the tenant. Members shall not divert electric energy to other Premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the Cooperative, and by state or local laws, rules and codes.

**110 Standard Supply Voltages**

One system of alternating current, 60 hertz, is supplied throughout the Cooperative's system.

The voltage, number of phases, and type of metering which will be supplied depends upon the Cooperative's Facilities available and upon the characteristics, size and location of the load to be served. Therefore, the Member should consult the Cooperative before proceeding with purchase or installation of wiring or equipment. To avoid misunderstanding this information should be in writing.

The standard secondary voltages described below are the nominal voltages supplied by the Cooperative and are subject to a plus or minus 10 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

## **111 Service Interruptions**

- A. The Cooperative cannot assure the provision of continuous Electric Service. By way of example and not limitation, the Cooperative shall not be liable for the failure to supply Electric Service or by an interruption, fluctuation or phase reversal of the supply of electricity, or any other condition, if due to any cause beyond the reasonable control of the Cooperative; including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, theft, explosions, breakdown or failure of machinery, equipment or Facilities, actions or orders of any governmental authority or court having jurisdiction in the Premises. Members shall report interruptions or irregularities in the provision of Electric Service in accordance with these Service Rules and Regulations.
- B. The Member shall notify the Cooperative promptly of any defect in the Member's Electric Service.

## **ARTICLE II**

### **200 Line Extensions and Relocation**

### **201 Cooperative Facilities and Member Requirements**

A Member shall, as a condition to receiving Electric Service from the Cooperative:

- A. Be the 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 reasonable best efforts to prevent others from such 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, and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment.
- B. 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 provide and permit the Cooperative's authorized employees and agents access thereto at all reasonable times, safely and without interference from hostile animals or any other hostile source, for meter reading, bill collecting and for inspection, maintenance, replacement, relocation, repair or disconnection of such Facilities and for maintaining rights-of-way.
- C. 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 and agents 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.
- D. If the Cooperative's proposed method of service is not acceptable to a Member, the Member shall pay an additional non-refundable Contribution-in-Aid-of-Construction for the Cost of providing and maintaining Electric Service by a method consistent with Prudent Cooperative Utility Practices and agreed to by the Cooperative and the Member, over and above the Cost of the Cooperative's proposed method.

## 202 Overhead Line Extension

Electric Service will be classified into one of the following defined classifications, and overhead Electric Service will be extended for each classification of service, subject to the following terms and conditions:

### A. Permanent Establishments

#### 1. Permanent/non-seasonal residences:

This classification includes permanent residences that are occupied daily on a year-round basis as a primary residence, except for temporary sojourns therefrom, including mobile homes meeting the criteria set forth in Section 202 A.2., apartments, and condominiums which are of a permanent nature and which require Electric Service on a regular basis.

a) Single-phase overhead Electric Service Facilities will be extended to Premises of this classification in any location within the Service Area of the Cooperative upon request by the owner or occupant as follows:

1. If the Premises is within 600 feet of an existing primary overhead line, service will be extended without any requirement of a Contribution-in-Aid-of-Construction.
2. If the Premises is not within 600 feet of an existing primary overhead line, electric Facilities will be extended if the Member agrees to pay a Contribution-in-Aid-of-Construction equal to the Cost of the overhead line extension in excess of 600 feet as set forth in the Cooperative's Schedule of Fees, plus the Cost of clearing the right-of-way for the Cooperative's Electric Facilities in excess of 600 feet.

#### 2. Mobile Homes

Mobile homes will be considered a permanent residence, and service will be extended as described in Section 202 A.1. above, provided that:

- a) The mobile home is on a permanent foundation with the wheels and axles removed; and
- b) A permanent pressure water supply and sanitary waste disposal system is installed; and
- c) The Applicant for service provides evidence sufficient to the Cooperative to prove that the owner of the real property on which the mobile home is located is the same as the owner of the mobile home; and
- d) The Applicant for service provides proof of the Applicant's ownership of the mobile home; and
- e) The mobile home is to be used as a permanent residence to be occupied by the Applicant daily on a year-round basis as a primary residence, except for temporary sojourns therefrom, rather than a weekend, seasonal, recreational type dwelling; or
- f) The mobile home is located in a mobile home park with not less than 10 spaces served, with permanent water and sewer facilities, and approved by the land use regulatory authority in the city or county in which it is located;

- g) If a service pole is required to serve the mobile home, the Member provides and maintains such pole, which meets the current specifications of the Cooperative, without cost to the Cooperative.

3. Permanent establishments other than residences:

- a) This classification includes schools, public buildings, churches, commercial and industrial establishments, controlled environment livestock and poultry housing, or any other establishment deemed by the Cooperative to be of a permanent nature, requiring Electric Service on a continuous basis.

Single-phase Electric Service Facilities will be extended to Premises of this classification upon request by the owner or occupant as follows:

1. If the Premises is within 600 feet of an existing primary overhead line, service will be extended without any requirement of a Contribution-in-Aid-of-Construction.
2. If the Premises is not within 600 feet of an existing primary overhead line, electric Facilities will be extended upon the Member agreeing to pay a Contribution-in-Aid-of-Construction equal to the Cost of the overhead line extension in excess of 600 feet as set forth in the Cooperative's Schedule of Fees and Charges, plus the Cost of clearing the right-of-way for the Cooperative's Electric Facilities in excess of 600 feet.

- b) Three-phase Electric Service shall be extended to such Premises when located within 350 feet of the Cooperative's existing three-phase Facilities without payment of a Contribution-in-Aid-of-Construction. Three-phase service requiring the construction of Facilities beyond 350 feet shall be extended only upon such terms and conditions as are consistent with Prudent Cooperative Utility Practices and agreed to by both the Cooperative and Member.

Applicants for three-phase Electric Service may be required to execute a supplemental written contract if determined to be necessary by the Cooperative.

B. Temporary Service

1. Temporary Construction Service

Temporary service will be furnished for service of short duration or transient nature in accordance with the existing Rate Schedules of the Cooperative, except that the Member shall pay in advance the total estimated Cost of installation and removal of the Cooperative's Facilities, less the Cooperative's estimate of the salvage value of the material used, and the minimum charge set forth in the Cooperative's Schedule of Fees. An advance deposit of the full amount of the estimated bill for service may also be required. No temporary service equipment may be attached to the Cooperative's poles or to trees.

- a. Temporary single-phase service, 120/240 volts, will be furnished for construction of permanent establishments as defined in Section 202 A if:
  1. The Member requesting temporary service provides a meter service pole acceptable to and installed at a location agreed to by the Cooperative.

2. The temporary service is located in close proximity to the Cooperative's designated point of attachments to the Member's electric facilities.
3. The Member pays a temporary service fee.

2. Other Temporary Service

For existing locations where service was previously established, but disconnected or idle and is found to comply with the current local and safety codes, temporary service may be restored to the Electric Meter for a period of seven (7) days upon the Member's request and having agreed to pay temporary service fees as set forth in the Cooperative's Schedule of Fees.

C. Other Services

This classification includes barns, grain bins, water pumps, camp houses, hunting camps, individual seasonal residences, residences of a non-permanent nature and mobile homes not meeting the requirements of Section 202 A and other similar structures or equipment that are considered to be incidental to other structures or equipment. Single-phase Electric Service Facilities will be extended to Premises of this classification in any location within the Service Area of the Cooperative upon request by the owner or occupant as follows:

1. If the Premises is within 300 feet of an existing primary overhead line, no Contribution-in-Aid-of-Construction will be required.
2. If the Premises is not within 300 feet of an existing primary overhead line, electric Facilities will be extended if the Member agrees to pay a Contribution-in-Aid-of-Construction equal to the Cost of the overhead line extension in excess of 300 feet as set forth in the Cooperative's Schedule of Fees, plus the cost for tree cutting and clearing the right-of-way for the Cooperative's Electric Facilities in excess of 300 feet.

**203 Underground Line Extensions**

The Cooperative will extend underground service, upon request, to its Members under the following terms and conditions:

A. Residential Service

Upon request, the Cooperative will, as nearly as practical, install, own, and maintain underground facilities under the same conditions as it would overhead facilities provided that the cooperative maintains 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. In deriving the average cost to provide underground service, terrain, vegetation, accessibility, proximity of individual services, maintenance, operation, and other pertinent factors will be considered.

Underground services are subject to special conditions making it necessary for the Member to consult the Cooperative before wiring or rewiring Premises to receive Electric Service. When underground service is supplied, the Cooperative will designate the point at which the Cooperative's Facilities will be connected to the Member's Premises.

For residential underground service that exceeds 320 Amps, the Member may be required to include a disconnecting switch to protect the transformer and be responsible for installing and maintaining the main feeder service conductors from the load being served to the disconnect switch placed at a location agreed to by the Cooperative and the Member.

Upon request, existing secondary overhead services may be replaced with underground services. The Member will be charged a cost per-foot for underground extension as set forth in the Cooperative's Schedule of Fees. In addition to this amount, an estimated Cost to construct the existing overhead lines and the actual Cost of removing the overhead lines may be charged.

Except for 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 Prudent Cooperative Utility Practices dictate otherwise.

**B. Mobile Homes, Barns, Grain Bins, Water Pumps, Camp Houses and Similar Services**

Underground service will be provided to any Premises of this classification upon the Member agreeing to pay any required underground Contribution-in-Aid-of-Construction as set forth in the Cooperative's Schedule of Fees. In addition the Member may be responsible for the Cost difference between an overhead and pad-mounted transformer, if a pad-mounted transformer is used.

**C. Commercial, Industrial and Public Installations**

Upon request from a Member or Member's authorized agent, the Cooperative will install underground service to commercial, industrial and public facilities if the owner or owner's authorized agent agrees to pay the difference between the Cost of overhead and underground construction.

1. The Cooperative will supply and install the transformer(s), transformer enclosure, primary cable and terminators, primary bus, connectors (including those for secondary), and metering.
2. The Member shall provide and install all conduits and cable for secondary service from the secondary terminals of the transformers and conduits for the metering equipment cabinet, as specified by the Cooperative, to the service entrance equipment. The Member may be required to provide and/or install the transformer pad and the conduit for the primary cable from the pad to the origin of the underground run.
3. All work by both parties will be performed in accordance with the National Electric Safety Code and such other specifications as the Cooperative may require.

**D. Other Requirements Applicable to Underground Line Extension**

Underground Electric Facilities shall be installed in subdivisions and Electric Service provided to Premises in subdivisions subject to the following terms and conditions:

1. Member shall furnish the Cooperative with such plans, specifications, plats and other subdivision development documents as the Cooperative may reasonably require in order to develop its plans and specifications for the installation of its Facilities in the subdivision.
2. Payment of all Costs of extending underground Facilities to the subdivision or complex provided the minimum per lot Contribution-in-Aid-of-Construction as provided by the Schedule of Fees is paid. The charge is non-refundable and is applied to each lot in the subdivision or complex.

3. Where the construction within a subdivision's complex is 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 Facilities, the Cooperative will install such Facilities only upon the Member agreeing to pay, in addition to the Contribution-in-Aid-of-Construction, a sum to compensate the Cooperative for its sunk Cost prior to it receiving revenue for provision of Electric Service for the occupants of a permanent/non-seasonal residence or a permanent establishment other than a residence within the subdivision.
4. Ancillary loads such as water pumps, swimming pools, club houses, etc., shall be considered as individual services or lots and a Contribution-in-Aid-of-Construction will be required as determined by the Cooperative based on Prudent Cooperative Utility Practices.
5. Execution of a Cooperative approved separate written contract with the Member with such ancillary terms and conditions as the Cooperative may reasonably require.
6. Member will provide security or other assurances of payment of any fees or Costs provided for in these Service Rules and Regulations prior to the Cooperative commencing installation of its Facilities in or to serve the subdivision.

### ARTICLE III

#### **300 Service Connections, Member Wiring and Member Equipment**

##### **301 Service Connections**

- A. The wiring and electrical equipment, including meter base, in or upon the Premises of the Member to the point the service cut-in must have the approval of the constituted authority of the local government agency, or any other constituted authority, if any, and must conform to the requirements of the National Electric Code, the Service Rules and Regulations of the Cooperative and any other lawfully applicable standards before it can be connected to the system.
- B. The location of service cut-in shall be determined by agreement with a representative of the Cooperative and must conform to the Service Rules and Regulations. The Member shall provide suitable means of supporting service wires to the Member's structure which will provide minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electric Safety Code. The Cooperative shall not be required to build without Cost to the Member more service line than is necessary to reach the service cut-in point as agreed to by the Cooperative.
- C. The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond the service cut-in to the Member's structure, central distribution point, or the meter. If the meter is located on the Cooperative's central distribution point, the Cooperative shall furnish only one set of service wires from the central point with total extension or construction length not to exceed 100 feet.
- D. When the Member's overhead service requirement is of such a nature that a central distribution point can be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service Facilities and the Member may attach their required protection facilities to the pole.
- E. A Member may have more than one overhead service past the meter, but it must be approved by the Cooperative. Work will be performed by the Cooperative or its authorized agent or contractor. The Cooperative will furnish up to 100 feet of one set of overhead service conductors past the

central point and the Member will pay for the labor. If the power requirements past the meter are to be underground, the Member may be required to install a disconnecting means at the Cooperative's meter to protect the transformer and be responsible for installing the main underground feeder conductors between the disconnect switch and the load being served.

### **302 General Wiring Requirements**

#### **A. Protection of Cooperative and Member Facilities**

1. Each Member shall cause the Member's Premises utilizing Electric Service to comply with the applicable requirements of the National Electric Code, the Cooperative and governmental authorities. The 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 improper use or, maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the Member owned meter service pole or service entrance provided for measuring electricity used on such Premises.
2. Members shall not attach any object on Cooperative's poles or other Facilities without the express written consent of the Cooperative. Silence or inaction by the Cooperative shall not constitute consent.
3. The Cooperative, at its option, shall have the right to terminate Electric Service where any object or equipment has been improperly attached to the Cooperative's Facilities or as otherwise may be permitted in the exercise of Prudent Cooperative Utility Practices.

### **303 Member Equipment**

#### **A. Electric Motors**

Without limitation of the provision of Section 302A above, a Member operating or intending to operate an electric motor shall comply with the following terms and conditions:

1. Confer with the Cooperative prior to purchasing or operating the electric motor. (The maximum permissible size depends on the Member's location on the distribution system and capacity of the circuit.)
2. It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in variation of the voltages supplied to the other Members who receive service from the same circuits or transformer. It is therefore necessary that the Cooperative limit the amount of starting current which may be drawn by a motor; e.g., variable frequency drives (VFD) or soft-start type motors designed to prevent undesirable harmonics from being introduced into the Cooperative's electric distribution system. The Cooperative reserves the right to discontinue service to any Member operating or owning equipment found to interfere with the power requirements of other Members.
3. All motors should be provided with devices that protect the motor against overload or short circuit. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor. If a Member's motor cannot be safely subjected to full voltage at starting, the Member shall provide a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

4. The Cooperative cannot guarantee against accidental or temporary change of phase. Therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three-phase supply should be equipped with suitable protection against such reversal or phase failure.

B. Electric Generators

Member-owned electric generators shall be equipped with a Cooperative approved double-throw switch or other disconnect device approved by the Cooperative.

Parallel operation of Member-owned generating equipment is prohibited without the written permission of the Cooperative. Cooperative permission shall be conditioned, among other things, on the installation of automatic protective equipment and metering devices acceptable to the Cooperative.

C. Electric Welders and High Inrush Devices

Prior to purchase, installation or use of electric welders, tankless water heaters, or other devices with high inrush or fluctuating currents, the Member should consult with the Cooperative. Members desiring to operate such devices shall supply the Cooperative with information regarding the electrical characteristics of the equipment. Due to the operating characteristics of these types of devices, it may be necessary to oversize the service conductors and transformer capacity for the service location than would otherwise be required. In such cases, the Member may be responsible for the cost of the additional transformer and service wire capacity. Electric Service will not be provided for any equipment that adversely affects the Cooperative's Facilities or its Electric Service to other Members.

D. Member Responsibility for Protective Devices

All protective devices required by these regulations shall be provided, owned and maintained by the Member, at the Member's sole expense. The Cooperative is not responsible for and does not have any duty to inspect the facilities of any Member or any other party.

E. Meter Pole

Members with installations requiring their point of delivery on a pole, including farm systems and mobile homes shall communicate with the Cooperative on details of load data. The Cooperative will designate the proper location of a pole of proper height and class, which the Member is responsible to furnish, install and maintain (including service entrance equipment and weather-tight disconnecting means). Installations must be in accordance with the National Electric Code, National Electric Safety Code, and municipal and/or county requirements, and provide space for the metering equipment furnished by the Cooperative. Meters, service entrance equipment, and/or other foreign attachments will not be installed on Cooperative poles without expressed consent of the Cooperative. In such case of consent the Member agrees to assume all liability for any damages to persons or property for misuse and to hold harmless the Cooperative on any such liability. At its option, the Cooperative retains the right to terminate service and remove the meter for any misuse.

**304 Power Factor Corrections**

The maintenance of a high power factor is necessary for the economic, efficient, reliable operation and maintenance of the Cooperative's Facilities. Under-loaded motors contribute significantly to the creation of a low power factor to the detriment of both the Cooperative and the Member. Therefore, where the overall power factor of the Member's load is less than 90% lagging, the Cooperative may require the Member to install, at the Member's expense, equipment to correct the Member's power factor. The Cooperative shall have the right to measure the power factor at any time.

**305 Multi-Phase Service**

When multi-phase service is furnished, the Member will at all times maintain a reasonable balance of load between the phases.

**ARTICLE IV**

**400 Member Rate Classification**

**401 Choice of Rate**

A. Rate Schedule Availability

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

B. Member Choice of Rate

When two or more Rates are available and applicable for certain classes of service, the conditions under which each is applicable to the requirements for the individual Member are 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 rate selected should the volume or character of service change.

C. Change of Choice

A Member having selected a rate adapted to their service may not change to another rate within a 12-month period unless there is a substantial change in the character or conditions of their service. A new Member will be given a reasonable opportunity to determine their service requirements before definitely selecting the most favorable rate therefore.

**ARTICLE V**

**500 Metering**

**501 Electric Meters**

A. 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 Service supplied to Member.

B. All meters shall be placed ahead of all switches and fuses unless otherwise agreed by the Cooperative. All meter bases, including meter bases for temporary services, 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 or less than four feet above finished grade. Upon receipt of an application for service and submission to the Cooperative of any required governmental approval for the Premises to receive Electric Service, a representative of the Cooperative will survey the Premises, confer with the owner or owner's representative, and designate the location of the point where the meter base will be installed.

C. The Member shall allow duly authorized representatives or contractors of the Cooperative the right of access to the Premises of the Member as necessary for the purpose of reading, testing, inspecting,

repairing, replacing or removing its meters or other Facilities related to Electric Service provided by the Cooperative.

- D. Subject to Section 301 D, central meter pole service may be provided upon request where such installations may be necessary to adequately supply power to the Premises receiving Electric Service.
- E. 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 single-phase installations of over 200 amps and for all multi-phase installations, the Cooperative shall specify the type of meter base and facilities required before installation of same.
- F. The Member shall indemnify and hold harmless the Cooperative from any damage resulting from connected electrical equipment or facilities caused by 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 equipment or facilities when requesting the installation, disconnection and/or reconnection of meters.
- G. The cost of relocating a meter which results from line construction initiated at the Cooperative's discretion shall be the responsibility of the Cooperative. If construction or remodeling by the Member causes the meter to become enclosed or otherwise 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.

#### **502 Meter Reading**

- A. Electric meters of the Cooperative are typically read by the Cooperative and consumption determined monthly. The meter reading schedule may vary slightly from time to time due to weekends, holidays, weather conditions and other factors.
- B. When variations or interruptions to the regular reading schedule occur, 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.

#### **503 Incorrect Reading of Meter**

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and estimated if not possible. The bill(s) based on the incorrect reading will be recalculated to reflect the correct usage.

#### **504 Failure of Meter to Register Correctly**

If a meter fails to register correctly or is read incorrectly, the Member will be billed based on estimated consumption and the bill(s) recalculated to reflect the estimated usage.

#### **505 Meter Test**

The Cooperative will, upon request, test the accuracy of the Member's meter. If the meter, upon testing, is found to be more than 2% (plus or minus) in error, there will not be a charge for the test. The Member's bill will be adjusted for not more than three months immediately preceding the test. If the meter is found to be registering correctly a charge may be made to cover the testing of the meter as listed on the Schedule of Fees and Charges.

**506 Separate Meters 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.

**507 Meter Tampering & Unauthorized Reconnection of Service**

- A. Member shall be a bailee of the Cooperative's Facilities located on Member's Premises or directly utilized to provide Electric Service to Member's Premises and shall not interfere with, impair the operation of, or cause damage to such Facilities, nor manipulate Cooperative's meter in any way so as to cause an inaccurate meter reading of Electric Service utilized on the Premises and shall use Member's best efforts to prevent others from such improper actions. In the event the Member, in the exercise of Member's duties as bailee, determines the Cooperative's Facilities are operating improperly or interfered with, impaired in their operation or damaged by the Member or by any other person when the Member's reasonable care and surveillance could 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 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 caused by such improper actions. All Cooperative Facilities installed on Member's Premises to provide Electric Service shall be and remain Cooperative's property; provided, however, that the Member will be the bailee of the Cooperative's Facilities as provided in this section.
- B. When a violation of this Section is discovered, the Cooperative's Facilities affected will be inspected. If there is evidence of willful intent to violate the provisions of this Section, the Member may be assessed a meter tampering fee as set forth in the Schedule of Fees and may be subject to an increased Security Deposit.
- C. The Member shall immediately report to the Cooperative the occurrence of any of the events described in this section. The Member shall also report to the Cooperative any unusual or anomalous usage patterns.
- D. Violation of this Section, 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 Fees. If a violation is determined to exist, the Member shall pay for all damages relating thereto and shall be subject to termination of Electric Service and/or criminal prosecution pursuant to Georgia law, if applicable.

**508 Authorized Meter Alteration**

The Cooperative's meter shall not be removed, moved, installed, connected nor disconnected by any person other than an employee of the Cooperative or a contractor or agent authorized by the Cooperative to do so. Upon request, the Cooperative will temporarily remove and replace a Member's meter to accommodate work on the Member's Electric Facilities.

When a broken or damaged meter seal 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 meter tampering fee as set forth in the Cooperatives Schedule of Fees. Repeated instances of broken meter seals at the same location, or by the same Member at different locations, will be treated as unauthorized service and a fee for such will be assessed as per the Cooperatives Schedule of Fees and may be subject to an increased Security Deposit.

## ARTICLE VI

### **600 Billing, Disconnection and Withdrawal**

### **601 Billing Period and Due Date**

- A. Members shall be billed monthly for consumption and applicable charges, unless a written contract with the Cooperative provides otherwise. Bills are due and payable when rendered and are considered delinquent if payment is not received by the Cooperative on or before the due date stated on the bill.
- B. Bills are mailed by prepaid U.S. Mail or other method agreed to by the Member and 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 contact information.
- C. If payment of the full amount of the bill is not received by the Cooperative on or before the due date stated on the bill, the Account is considered delinquent, and a delinquent notice shall be rendered in the same manner as the bill. A late fee will be added to the past due amount as provided in the Schedule of Fees. Payments on delinquent Accounts must be received by the date stated on the delinquent notice. Failure to do so may result in service disconnection and charges as set forth in the Cooperative's Schedule of Fees.

### **602 Places, Methods and Means of Payment for Electric Service**

#### **A. Places and Methods of Payment**

Members may pay for Electric Service at the following places and by these methods:

- 1. In person at the Cooperative's general office, any of its branch offices, or Cooperative designated payment locations.
- 2. By phone through the Cooperative's general or branch offices.
- 3. By Internet via the Cooperative's online bill payment website.
- 4. By mail to the address indicated on the bill. Members are responsible for ensuring that mailed payments are received by the Cooperative on or before the due date.
- 5. Automatically by bank draft if enrolled in the Cooperative's automatic bank draft payment plan.

#### **B. Means of Payment**

Members may pay for Electric Service by the following means:

- 1. Payment by cash, check, credit card or debit card at the Cooperative's general office, any of its branch offices or Cooperative designated payment locations.
- 2. Payment by credit card, debit card or e-check through the Cooperative's website or by phone through the Cooperative's general or branch offices.
- 3. Payment by automatic bank draft or credit card charge pursuant to a valid written authorization signed by the Member.

**603 Application of Payments**

If 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 may be allocated and credited by the Cooperative on a pro rata basis to the Member's outstanding Accounts for all such Accounts, notwithstanding that the Member directed otherwise, failed to make a payment on a particular Account, or the Cooperative's actual Accounting procedures do not reflect such proration.

**604 Other Adjustments of Bill**

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

Whenever it is found that for any reason other than incorrect calibration, the metering apparatus has not registered the true consumption or 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 bill for such period may be adjusted accordingly.

When a Member's billing is found to be on an improper rate schedule, 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, and application of the adjustment will be the decision of the Cooperative.

**605 Disconnection for Nonpayment**

Electric Service for Members whose Accounts remain unpaid after the pay by date on the delinquent notice may be disconnected by the Cooperative at any time without further notice unless the past-due amount, together with all charges and fees applicable to the past-due amount, are paid. The past-due amount, a reconnect fee and any other applicable charges, such as an additional Security Deposit if required under Section 103 B, must be paid in full prior to restoring Electric Service to a Member with a delinquent Account. Cooperative employees and agents are not authorized to collect payments except at the Cooperative's general office, any of its branch offices and at Board designated payment centers.

**606 Disconnection upon Member's Request**

If a Member moves or no longer desires to receive Electric Service for a particular location, the Member may voluntarily terminate Electric Service. If the Member terminates service for all the Member's Accounts, the Member may withdraw in good standing from Membership upon payment of all debts, liabilities and obligations of the Member to the Cooperative. 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.

**607 Other Reasons for Disconnection**

- A. Service may be disconnected immediately and without notice for the following reasons:
  - 1. Use of Electric Service provided by the Cooperative for unlawful reasons.
  - 2. Discovery of a condition determined by the Cooperative or public safety personnel to be unsafe and pose an imminent risk of harm to persons or property.
  - 3. For repairs, emergencies, shortages or interruptions in the Cooperative's source of supply as provided in Section 111

4. Failure to comply with the provisions of Section 507 or violation of O.C.G. A. §§ 16-7-22 or 16-7-25.
  5. The use of equipment that adversely affects the Cooperative's provision of safe and reliable Electric Service to any of its other Members
- B. Service may also be disconnected but only after notice to the Member and the provision of a reasonable time to cure the condition stated in the notice, 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 other than as provided in Section 301.
  2. Failure to comply with the requirements or breach of the terms and conditions contained in the Membership Documents.
  3. Discovery of a condition determined by the Cooperative to pose a non-imminent risk of harm to persons or property.
  4. Discovery of what the Cooperative reasonably believes to be participation in a plan or conspiracy to deceive and defraud the Cooperative to avoid payment of a debt owed by the Member or a third party at a given location as set forth in Section 107.
  5. Fraudulent representation as to the Person to receive Electric Service.
  6. Refusal of access to a Member's electric meter, or if access thereto is obstructed or hazardous.
- C. Electric Service disconnected for the reasons stated in subsections A and B above will be re-connected under the following terms and conditions:
1. Rectifying the reason for such disconnection.
  2. Payment for any un-metered electric current, if applicable.
  3. Payment of any re-connect fees, meter investigation charge, and other charges, if applicable.
  4. Agreement by the Member to comply with reasonable requirements to protect Cooperative against further occurrences of the conditions set forth above.
  5. Payment of past due debts to the Cooperative, if applicable.
  6. Payment for damages to the Cooperative caused by the Member.

**608 Returned Check from Bank**

A Member's Account will be considered unpaid, will be subject to disconnection as provided in Section 605, and a returned check charge in the amount stated in the Schedule of Fees will be added to the Member's Account if a check given in payment for the Member's Electric Service is returned by the bank. The Cooperative may refuse payment of a Member's Account by check if two or more checks are returned by a Member's bank within a 12-month period.

**609 Deferral of Disconnection**

The Cooperative may defer or forego disconnection of Electric Service as provided in Sections 605 and 608 in accordance with the following standards and Prudent Cooperative Utility Practices, including, without limitation:

- A. When the Cooperative determines that enforcement of the policy will constitute an undue hardship in relation to the amount of a delinquent bill, or 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.
- B. When the Member establishes, to the satisfaction of the Cooperative, that the Member’s 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.
- C. When a physician licensed to practice medicine in the State of Georgia provides an initial written certification that the Member or a person permanently residing in the Premises receiving Electric Service will suffer the risk of death or a material worsening of a serious medical condition or disability, but only for such period of time as reasonably necessary for the Member to obtain alternate accommodations for such person. If the Cooperative determines that alternate accommodations for such person cannot be found, an updated physician’s certificate must be provided each three-month period thereafter until the condition is abated or alternate accommodations are found.

**610 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 issue a final bill for the Account. Any unpaid balance owed the Cooperative upon disconnection, including current charges and delinquent amounts (if any), less refund of the Membership fee (if applicable) and the balance of the Security Deposit (if any), plus any applicable charges and fees, shall become due in full and payable. Final bills are due when rendered and are past due 30 days from the date of the final bill. Upon issuance of a final bill, if the Member does not have any other active Accounts, Membership will also be terminated. If a Member has more than one Account and fails to pay the final bill for any closed Account, the outstanding balance shall be applied to the Member’s remaining Account(s).

**611 Collection of Delinquent Disconnected Accounts**

Any delinquent amounts remaining unpaid after 30 days from the date of the final bill shall be subject to collection by a collection agent. A collection fee, as provided by the Schedule of Fees, shall be added to the amount owed the Cooperative to offset the Cost of collection and discourage default in payment. 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 attorneys’ and court costs incurred to the extent permitted by law.

**ARTICLE VII**

**700 Easements, Right of Access and Cooperative Property**

**701 Easements**

At the request of the Cooperative, a Member shall execute and deliver to the Cooperative, without charge, easements or rights-of-way over, on and under such lands owned 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’s Premises. Easements or rights-of-way shall be in a form suitable to the Cooperative.

**702 Right of Access**

The Cooperative shall have the right of access to the Member's Premises at all necessary times for the purpose of reading meters and inspecting, repairing, removing, maintaining and/or exchanging its Facilities.

**703 Cooperative Property**

All meters, service connections, and other Facilities furnished by the Cooperative shall be, and remain, the property of the Cooperative except as otherwise provided herein or agreed by the Cooperative and Member. The Member shall exercise proper care to protect the property of the Cooperative on Member's Premises as provided in these Service Rules and Regulations. In the event of loss or damage to the Cooperative's Facilities arising from the Member's actions or neglect, the cost of necessary repairs or replacement shall be paid by the Member. No person or organization shall install or attach any wire, signs, or other material or equipment to any of the Cooperative's poles, conductors or other Facilities, except with the prior express written consent of the Cooperative.

**704 Right-of-Way Clearing and Maintenance**

- A. The Cooperative will initially and periodically thereafter, clear all vegetation and obstructions so as to maintain a 40-foot right of way for above-ground Facilities and a 20-foot right of way for underground Facilities by mechanical, chemical and or other means, free of all structures, trees, stumps, roots, shrubbery and underground growth. The Cooperative, at its discretion, may cut and leave any such vegetation within the easement area.
- B. The Cooperative may cut and remove any tree 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.

**ARTICLE VIII**

**800 Miscellaneous**

**801 Line and Facilities Relocation**

Upon request by a Member, the Cooperative will relocate its Facilities on the Member's Premises, provided there is a site on the Member's Premises to which the Facilities can be located that is suitable for the safe operation of the Facilities. The Member shall pay the total Cost for the relocation, including charges applicable to the early retirement of any existing Facilities. However, if the Cooperative determines that the relocation materially benefits the Cooperative in a quantifiable amount, the full value of the benefit to the Cooperative may be credited against the total cost paid by the owner.

**802 Waiver and No Prejudice of Rights**

The failure of the Cooperative or any Member to assert any right or remedy provided in the Membership Documents does not waive such right or remedy. 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 who are similarly situated. Any such waiver, at a particular time and for particular circumstances, shall not preclude the Cooperative from insisting upon strict compliance with the Membership Documents at other times and under the same or similar circumstances.

**803 Governing Law**

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

**804 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 subsection.

**805 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.

**806 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.

**807 Entire Agreement**

As 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.

**808 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.

**809 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;

- 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;
  - e) If the above-listed forms of communicating notice are impractical, then by newspapers of general circulation in the Cooperative's Service Area, and/or radio, television, or other form of public broadcast communication.
- B. 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.
- C. Notice Effective Date.

If communicated in a comprehensible manner, 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;
  - 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;
  - d) If correctly addressed and delivered by an overnight delivery service, on the date of delivery;
  - e) If correctly addressed and sent via facsimile, e-mail or other form of wire or wireless communication, then three (3) days after sending.

## **810 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 IX

### 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.

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

**“Additional Electric Service”** shall mean any Additional Electric Service requested by an existing Member after the initial provision of Electric Service.

**“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 calculated by the Cooperative, based on Prudent Cooperative Utility Practices, paid by a Member as reimbursement for the Cooperative’s Cost in providing Electric Service and/or Facilities as requested by a Member above what it would have cost the Cooperative to provide Electric Service and/or Facilities by the Cooperative’s standard means (e.g., overhead service) to the Member.

**“Cooperative”** shall mean Washington Electric Membership Corporation and its 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.

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

**“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 used by the Cooperative for the distribution of electricity or the provision 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, schedules, tariffs, 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.

**“Minimum Monthly Bill”** shall mean the minimum amount billed to a Member on a monthly basis for a predetermined number of months for the purpose of ensuring an acceptable payback in years for the Cooperative’s investment to provide Electric Service to said Member or said Member’s Premises.

**“Person”** shall be any individual or Entity with the capacity to enter a legally binding contract with the Cooperative for generation, transmission, distribution, sale, supply or provision of electric energy or any other goods or services reasonably related to the provision of Electric Service.

**“Point of Delivery”** shall mean the point designated by the Cooperative on a Member’s Premises at which the Member’s point of attachment facilities connect to the Cooperative’s Facilities.

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

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

**“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.

**“Rate Schedule”** shall mean a schedule of Rates and charges for certain classes of service as approved by the Board of Directors from time to time and filed with the Georgia Public Service Commission.

**“Schedule of Fees”** shall mean the Schedule of Fees maintained by the Cooperative which 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 debt 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 serves under the Georgia Electric Territory Act.

## **STATEMENT OF NONDISCRIMINATION**

Washington Electric Membership Corporation is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U. S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U. S. Department of Agriculture. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability (Not all prohibited bases apply to all programs).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (202) 720-5964 (voice or TDD).

USDA is an equal opportunity provider and employer.

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