

**JACKSON ELECTRIC MEMBERSHIP CORPORATION  
JEFFERSON, GEORGIA**

**SERVICE RULES AND REGULATIONS**

**100 -- APPLICATION OF RULES AND REGULATIONS**

These Rules and Regulations apply to each and every member-customer or applicant for membership and electric service. They are a part of every contract for service made by Jackson Electric Membership Corporation, hereinafter referred to as the Cooperative, unless modified by special terms written therein, and govern all classes of service. Copies are on file in the Cooperative's offices and are open to inspection by member/customers.

They may be revised, amended, supplemented, or otherwise changed from time to time in accordance with provision of the Board of Directors, and such changes shall have the same force as the present ones.

The Cooperative reserves the right to apply or make proper and fitting exceptions to these provisions, particularly special charges, where unusual circumstances and conditions may warrant.

The failure of the Cooperative to enforce any of the terms of these Rules and Regulations shall not be deemed as a waiver of the right to do so.

A periodic review will be made of the amounts of special charges specified for the purpose of determining their appropriateness as related to the rights and interests of all member/customers and their relation to actual costs of operations affected.

**101 -- APPLICATION FOR MEMBERSHIP AND SERVICE CONTRACT**

Any person, firm, association, corporation, or public body shall sign an application for membership, furnish their Social Security and/or the Federal I. D. number, present positive identification, and any other needed information, pay all applicable fees, together with any service security deposit required, and agree to abide by the Articles of Incorporation, Bylaws, Rates, Rules and Regulations, and Standard Requirements of the Cooperative, and in the event a written contract for service is required, the provisions set forth in said contract. In lieu of receipt of a signed application for service by the specified date, the applicant becomes a member of Jackson Electric Membership Corporation by receiving service and is therefore subject to the Cooperative's Bylaws and Service Rules and Regulations.

Membership fees are not subject to refund. Upon membership termination such fees shall be utilized to offset initial set-up and connection costs. Any unpaid balance owed the Cooperative upon termination of membership becomes due in full and payable, plus any reasonable collection fees incurred by the use of an outside agency or attorney, and any court costs incurred to the extent permitted by law.

A member-customer may have any number of service connections under one membership.

The Cooperative reserves the right to reject any application for service not available under its rate schedules, or which involves excessive cost, or which might adversely affect the supply of service to others, or for good and sufficient reasons.

Standard contracts shall be for a term of one year; but where large or special investment is necessary for the supply of service, contracts of longer term, or with special guarantee of revenue, or both, may be requested to safeguard such investment.

An application or contract, when accepted by an officer or authorized agent of the Cooperative, shall constitute the contract between the member-customer and the Cooperative; and no agent has power to modify, alter, or waive any of its conditions.

A husband and wife may jointly hold membership, and membership is transferable only between husband and wife.

### **102 -- ADDITIONAL SERVICE FEE**

Member/customers desiring additional service connections must pay a service connection fee, a security deposit (if required), and any other fees or charges as necessary.

### **103 -- SERVICE SECURITY DEPOSIT**

A service security deposit shall be collected with respect to any service when the Cooperative determines that such deposit may be needed to assure payment of the electric bill.

In determining the need for service security deposits, and in fixing the amount of such deposits, the Cooperative will give careful regard to the following factors:

- A. Type of service involved;
- B. Risk involved in a new business enterprise;
- C. The reputation of the involved premises;
- D. The credit rating of the member-customer;
- E. History of connects, disconnects, and reconnects at the involved premises or for the involved member-customer; and
- F. Any other factor having a realistic bearing on the member-customer's financial dependability.

For deposit types and rates, please refer to section 906.

A deposit shall be refunded, without interest--

- A. As provided for in written contract for services, or
- B. Upon such other conditions as may be established by the Cooperative with respect to service risks of similar character. In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amounts the member-customer may then owe the Cooperative.

#### **104 -- PLACE OF APPLICATION**

Applications may be made at any of the Cooperative offices or to a duly authorized agent or employee. However, in situations where an extreme inconvenience would exist for the prospective applicant to come to an office, forms may be executed by mail. Applications may be made by telephone at the discretion of the Cooperative.

#### **200 -- GENERAL LINE EXTENSION POLICY**

The Cooperative will design, install, operate and maintain the electric distribution system in compliance with good engineering and operating practices which are economically feasible to the Cooperative.

If the Cooperative's preferred method of service is not acceptable, the member-customer may be required to pay a non-refundable contribution for the extra cost of providing and maintaining service by a Cooperative acceptable alternate method preferred over and above the cost of the Cooperative's initial preferred method. Further credit may be given to all balancing electrical winter/summer-conditioning loads in accordance with the Cooperative's Line Extension Procedure.

When it is in the best interest of the Cooperative, contributions in aid of construction required herein may be waived only upon the approval of the President/CEO or his designee.

#### **201 -- OVERHEAD LINE EXTENSIONS**

The Cooperative will extend overhead service under the following conditions:

- A. Residential Service (excluding mobile homes)
  - 1. Single-phase service will be extended to site built homes (members primary residence) multi-family dwellings, and churches receiving continuous electric service in any location within the area of the Cooperative upon request by the owner or occupant without any requirement of contribution in aid of construction.
  - 2. Single-phase service may be extended to other loads such as cabins, pumps, barns, etc. without any requirement of contribution in aid of construction up to a maximum of 750 feet. Single-phase service to such loads in excess of 750 feet may require a contribution in aid of construction in accordance with the Cooperative's Line Extension Procedure.
  - 3. Multi-phase residential service is normally not available to site built homes and multi-family buildings except in cases where good engineering practice demon-

strates the necessity and it is economically justifiable, otherwise a contribution in aid of construction will be required.

4. Multi-phase service may be extended up to 750 feet to churches and large farm operations without a contribution where the conditions of Section 305 are met. However, such operations may require an additional contract charge to the monthly bill for the multi-phase service.
5. At the Cooperative's discretion, it may provide multi-phase service to large residential developments. Within the development, services to individual dwellings, community buildings, pumps, etc. may be required to pay a contribution in aid of construction.

#### B. Mobile Homes

Single-phase service will be extended to mobile homes without a contribution in aid of construction provided:

1. The applicant can provide evidence of ownership of the mobile home and the property on which the mobile home is located, or the mobile home is located in a mobile home park approved by the applicable city or county zoning authority; and
2. The mobile home is to be used as a permanent dwelling by the applicant rather than a weekend or seasonal cottage.

Applicants for service to individual mobile homes not meeting the above criteria shall be considered temporary and may be required to pay a contribution in aid of construction for service.

#### C. Temporary Service

All members/customers of a temporary nature where the Cooperative extends its lines which must be retired at the termination of service; or service extended solely for the owner's or contractor's convenience during construction; or service extended for a special or seasonal period must pay as follows:

1. Temporary premises such as carnivals, circuses, bridge construction, Christmas tree sales stands, etc.
  - a. A refundable service security deposit of two months estimated use of electricity OR an estimated total use whichever is less; and
  - b. A non-refundable construction and retirement charge of the estimated total costs of construction and retirement less materials salvage value or a fee as designated in Section 906, whichever is greater.
2. Houses or Buildings
  - a. Where the service is extended solely for the owner's or contractor's convenience, where the Cooperative's personnel must return to construct permanent service, a non-refundable charge will be collected as designated in Section 906. These temporary construction service fees and charges shall be in addition to the membership fee.
  - b. The member-customer applying for temporary construction service will be re-

quired to supply a suitable pole and meter loop set at the agreed upon location, which meets the standard set by all applicable codes and requirements.

- c. No temporary service equipment may be attached to the Cooperative's poles or to trees.

#### D. Commercial/Industrial and Public Buildings

1. Single-phase service to commercial/industrial or public buildings will be extended up to a maximum of 750 feet without a contribution in aid of construction. Service extension beyond 750 feet may require a contribution in aid of construction based on the electrical load of the facility as designated in the Cooperative's Line Extension Procedure.
2. Multi-phase service may only be extended when the electrical design of the facility requires such service and it is economically justifiable for the cooperative to do so. Additional requirements for multi-phase extension, as found in Section 305 must also be met. Member/customers whose facilities do not meet the criteria for multi-phase extension but who request such service may receive multi-phase service, but will be subject to paying a contribution in aid of construction.

## **202 -- UNDERGROUND LINE EXTENSIONS**

The Cooperative will extend underground service upon request, and will determine its preferred method of providing underground service by the extension of:

1. The primary system to a transformer, housing or pad on the member-customer's property.
2. The secondary system.
3. An underground service from an overhead pole.

The number and location of service points will be determined by economics, good engineering design, local codes, and mutual agreement of Cooperative representatives and owner or developer representatives.

#### A. Residential Service

When underground residential service is requested and required conditions are met, the Cooperative will install, own, and maintain a 60 cycle 120/240 volt, single phase, underground system including the service laterals.

The Cooperative may obtain a contribution in aid of construction for all underground subdivisions, multi-family complexes, apartment complexes, individual services and large developments. Incidental loads such as water pumps, swimming pools, etc. shall be considered as individual services or units and may require a contribution in aid of construction.

Multi-phase service may be supplied provided good engineering practice justifies its use and should be included in the initial design of the project. Where multi-phase is

requested but its installation is not economically feasible to the Cooperative, the extra cost of providing service will be paid by the member-customer or developer. Multi-phase service request must meet the requirements of Section 305.

B. Commercial/Industrial/Public Facilities

Upon request from an owner or developer, the Cooperative will install underground service to commercial, industrial, and public facilities upon the owner or developer agreeing to pay a contribution in aid of construction in accordance with the Cooperative's Line Extension Procedure. Multi-phase service request must meet the requirements of Section 305.

C. Underground Street Lighting Service:

Underground service to outdoor lighting will be furnished at the Cooperative's discretion and may require a contribution in aid of construction in accordance with section 200, General Extension Policy.

D. Facilities Provided by Cooperative:

The Cooperative will furnish and install the transformers, transformer pad, transformer enclosure, primary cable (duct where necessary), terminators, and metering. The Cooperative will furnish and install all the secondary conductors from the transformer to the metering equipment when the service voltage is single-phase. The Cooperative may require the Owner to install, own, and maintain all necessary secondary conductors when the secondary service voltage is multi-phase. All such facilities shall be located at or to a point agreed upon by the Cooperative.

E. Other Requirements Applicable to any Underground Line Extension"

1. Where, due to rock conditions in the soil, the trenching work cannot be accomplished by use of standard trenching equipment, any excess cost occasioned by such conditions will be borne by the owner or developer. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the owner or developer.
2. The owner or developer will provide the duct for the secondary service from the secondary terminals of the transformers to the service entrance equipment.
3. The owner or developer will reimburse the Cooperative for the cost of installing and removing any temporary overhead facilities requested by the owner or developer, for the cost of cutting through and replacing pavement within the development, and all costs of punching and/or boring in other areas.
4. The owner or developer will furnish, without cost to the Cooperative, necessary easements and rights-of-way and may be required to initially cut and clear the same. The owner or developer will be required to have the rights-of-way and all

streets, alleys, sidewalks, and driveway entrances graded to final grade, and will have lot lines established before construction of the electrical distribution system begins.

5. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer agreeing to pay the Cooperative the estimated additional cost incurred thereby.
6. The Cooperative shall have the option of placing transformers above ground, on pads of its specification and/or design, or underground, and in enclosures of its specification and/or design, as the Cooperative in its sole discretion may determine to be practicable.
7. Shrubs, trees, and grass sod requiring protection during installation of the underground service will be the responsibility of the owner or developer; and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims of such damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.
8. All payments for underground installations will be made prior to beginning of construction.

### **203 -- 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 character, size, and location of the load to be served. Therefore, the member-customer shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information should be in writing. The standard secondary voltages described below are nominal and are subject to a plus 7% or minus 10% variation.

Single-phase, 2 wire, 120 volts

Single-phase, 3 wire, 120/240 volts

Single-phase, 3 wire, 120/208 volts

Three-phase, 120/208 volts

Three-phase, 120/240 volts, usually restricted to overhead service

Three-phase, 240/480 volts, usually restricted to overhead service

Three-phase, 277/480 volts, where sufficient load is justified.

### **204 -- SERVICE INTERRUPTIONS**

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage (direct or consequential) caused by any failure to supply electricity or by an interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The member-customer shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member-customer. The member-customer to be affected by such interruptions shall, if practicable, be notified in advance.

## **205 - STANDBY POWER**

No electric energy sold by the Cooperative shall be used as reserve or standby service, or in any way in conjunction with any other source of power, without the Cooperative's prior written consent or applicable rate schedules.

## **206 -- RESALE OF POWER**

Member/Customers shall not directly or indirectly resell electric energy for any purpose, except that in the case of rental facilities the cost of utilities may be included in the rent charged the tenant. Member/Customers 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.

## **207 -- PRIOR DEBTS**

The Cooperative shall not be required to furnish service to an applicant who at the time of such application is indebted to the Cooperative for service previously furnished applicant or furnished any other member of applicant's household or business until such indebtedness has been satisfied.

## **300 -- SERVICE CONNECTIONS, MEMBER-CUSTOMER WIRING AND MEMBER-CUSTOMER EQUIPMENT**

### **301 -- SERVICE CONNECTIONS**

The Cooperative will furnish and install only one service drop to a metered point. The member-customer must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electrical Code, the Cooperative's requirements, and any state or local laws, codes, or ordinances. It shall be the member-customer's responsibility to furnish the Cooperative proof of inspections by local or state officials where such inspections are required, and the service connections will not be made until such proof is presented.

The point of attachment furnished by the member-customer must be located at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point where attachments and meters will be located. The connecting of the service lines is to be made only by an authorized agent of the Cooperative (refer to Section 501).



The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the member-customer's building, central distribution point, or the electric power consumption measuring device, unless specifically provided for in schedules or agreements.

No more than one residence may be served through one meter except as provided for in rate schedules; except that apartments and mobile home parks may be served through a central meter where the cost of utilities is included in the rent charged the occupants, and meet all Federal, State, local, and Cooperative requirements.

Should the member-customer request, the Cooperative may, at its option, install facilities in excess of the minimum requirements provided for in this policy. Any such additional service facilities will be furnished on a direct cost plus appropriate overhead charges.

The member-customer shall be responsible for giving immediate notice to the Cooperative or authorized employees of any interruptions, irregularities, unsatisfactory service, or defects known to the member-customer on the Cooperative's facilities.

All service facilities and equipment constructed and installed by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed unless provided for otherwise by written contract.

### **302 -- GENERAL WIRING REQUIREMENTS**

Each member-customer shall cause all premises receiving electric service pursuant to his membership to become and to remain wired in accordance with the specifications of the National Electric Code, the Cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction. Each member-customer shall be responsible for, and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect in 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 meter loop provided for measuring electricity used on such premises, unless specifically provided for in schedules or agreements.

### **303 -- MEMBER-CUSTOMER EQUIPMENT**

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

The Cooperative shall be consulted on motor installations which are individually or collectively greater than 5 HP. The maximum permissible size depends on the member-customer's location on the distribution system and the capacity of the circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variations of the voltages supplied to the other member-customers 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.

All motors should be provided with devices that will 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. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

The direction of phase rotation and continuity of all three-phase current are guarded with great care, but 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 shall be equipped with suitable protection against such reversal or phase failure.

#### B. Electric Generators

Where distributed generation is installed by the member-customer with the intent of operating in parallel with the distribution system, the member-customer shall adhere to the requirements and provisions of the Distributed Generation Interconnect Procedure and enter into a Distributed Generation Facility Interconnect Agreement. The Distributed Generation may be to provide emergency power or may be generation from renewable resources.

For backup emergency power not intended to be paralleled with the distribution system, an approved double throw switch must be used to prevent possible feedback into the main line from the emergency generator.

In diversified farm operations where there is more than one building or operation served from one metering point, the double throw switch and related switching gear may be installed by the member-customer at the central metering location.

#### C. Electric Welders and Miscellaneous Devices

Member/customers desiring to operate electric welders or other devices with high in-rush 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 the Cooperative's equipment or the service to other member/customers.

The Cooperative must be consulted before the purchase or installation of the equipment.

#### D. Member-customer Responsibility for Protective Devices

All protective devices required by these regulations shall be provided by the member-customer and at the member-customer's sole expense.

#### E. Meter Pole

Member-customers with installations requiring their point of delivery on a pole, including farmstead systems and mobile home poles, 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-customer shall furnish, install, and maintain the service entrance equipment therein (including weather-tight disconnecting means), according to the National Electric Code and National Electric Safety Code re-

quirements, 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 the expressed consent of the Cooperative. In case of such consent, the member-customer 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.

#### F. Relocation of Delivery Point

If the Cooperative shall be required by orders of Court or other persons having legal jurisdiction to move or relocate any of the Cooperative's poles, wires, or other appurtenances which would make it impossible or impractical to supply service to a member-customer's existing service entrance, the member-customer shall at his own expense relocate his service entrance equipment at a point designated by the Cooperative.

### **304 -- POWER FACTOR CORRECTIONS**

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the member-customer.

Where the over-all power factor of the member-customer's load is less than 90% lagging, the Cooperative may require the member-customer to install, at his own expense, the equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

### **305 -- MULTI-PHASE SERVICE**

Multi-phase service may only be extended when the electrical design of the facilities requires such service and it is economically justifiable for the Cooperative to do so. Member/customers, whose facilities do not meet the criteria for multi-phase extension but who request such service, may receive service by paying a contribution in aid of construction in accordance with the Cooperative's Procedure for Line Extension. Multi-phase may be extended under the following criteria:

1. The line extension is feasible according to good engineering practices; and
2. The minimum motor size is 5 hp with 15 hp (15 kW) of total load. The customer's motors should meet the requirements of Section 303; and
3. The customers will, at all times, maintain a reasonable balance of load between the phases.

When the customer's load is a significantly large single-phase load which may cause unusual load to one phase or require non-standard equipment to be used by the Cooperative, the Cooperative, at its discretion, may require the customer's service to be multi-phase. Multi-phase will be provided under the same conditions as for other multi-phase customers.

### **400 -- MEMBER-CUSTOMER CLASSIFICATIONS**

#### **401 -- RESIDENTIAL AND FARM SERVICE**

Rate schedules are available to applicable residential members/customers (including apartments and condominiums), farm members/customers for use in the home and on the farm, and to church facilities utilized primarily for church worship functions. Buildings or facilities incidental to residential or farm use may be billed from a single meter or from individual meters at the option of the member-customer. These rates are prohibited to all entities selling goods and services to the ultimate customer.

Each residential unit or facility should be individually metered and no more than one family unit should be served from one meter; otherwise, multiple billing would be administered as per applicable rate schedules.

When a member-customer has his residence and a business on the same meter, the member-customer will be classified under either a Residential Rate or the General Service Rate determined by which is responsible for the major portion (over 50%) of the load. The Cooperative reserves the right to observe and measure the load involved in determining which rate should apply.

#### **402 -- GENERAL SERVICE**

Rate schedules are available to applicable commercial, industrial, public buildings, and other members/customers, excluding temporary service, for all uses including lighting, heating, and power.

#### **403 -- OUTDOOR LIGHTING SERVICE**

This schedule is applicable only to outdoor lighting by ballast operated vapor lamp fixtures and poles conforming to the Cooperative's specifications for dusk to dawn lighting. Service will be rendered only at locations that, solely in the opinion of the Cooperative, are readily accessible for maintenance.

Service under this schedule shall be for a minimum of one year, and thereafter until terminated by either party on thirty days written notice, but the Cooperative may require a contract of original term to five years, and may require an advance payment up to one-half of the estimated revenue for the term of the contract.

#### **404 -- 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-customer are plainly set forth in the above member-customer rate classifications and in the Cooperative's published rate schedules. The choice of such rates lies with the member-customer.

The Cooperative will at any time upon request advise any member-customers to the rate best adapted to existing or anticipated service requirements as defined by the member-customer, but the Cooperative does not assume responsibility of the selection of such a rate or for the contin-

uance of the lower annual cost under the rate selected should the volume or character of service change.

A member-customer 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 or conditions of his service. A new member-customer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

#### **405 -- 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.

#### **500 -- METERING**

##### **501 -- ELECTRIC METERS**

All meter bases including temporary services shall be installed on an exterior surface as nearly as possible at eye level, and in no case more neither than six feet nor less than thirty inches above finished grade. Upon receipt of the application for service, a representative of the Cooperative will survey the premises to be served and will designate the location of the point where the meter will be installed.

The member-customer shall be responsible for allowing duly authorized representatives of the Cooperative the right of safe ingress to and safe egress from the premises of the member-customer at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing, or removing its meters or other property, or for the purpose of removing its property on termination of a contract or discontinuance of service from whatever cause. If such safe access is not provided, the member-customer will be subject to disconnection of service.

Central meter pole service may be provided upon request where such installations may be necessary to adequately supply power to the served premises.

The customer will furnish a meter socket approved by the Cooperative. The Cooperative will furnish other metering equipment as is necessary to measure the electric service, supplied in accordance with the applicable rate schedule.

The member-customer shall be liable and hold harmless the Cooperative from any damage resulting from connected electrical loads caused by installation and/or re-connection of meters. The member-customer shall be responsible for the proper disconnection of all electrical loads when requesting the installation and/or re-connection of meters.

For large single-phase installations of over 200 amps and for all three-phase installations, the Cooperative shall specify the type of metering equipment required before installation of same.

In case of new line construction requiring the relocation of the meter, said relocation shall be at the expense of the Cooperative. In cases of remodeling by member-customer where meter will

be enclosed, and not accessible to the Cooperative, the member-customer will bear the expense of relocating meter to an accessible location.

All meters, other than CT meters, which are installed on any poles must have a disconnect located directly under the meter (refer to 303-E). This disconnect may be either a breaker or fuse type, but in no case shall it be of less capacity than the main disconnect located inside the premises being served.

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

## **502 -- METER READINGS**

Electric meters of the Cooperative shall be read monthly by Cooperative personnel on a prearranged schedule. Reading dates may vary slightly from month to month due to weekends, holidays, weather conditions, and other factors.

When a meter cannot be read on or about the scheduled date, the meter reading and corresponding use for the month will be estimated based on use by the member-customer in previous months. Since meter readings are continuous from month to month, any error in such estimates will automatically be corrected in the next subsequent month when the meter is actually read.

The Cooperative shall not be obligated to make adjustments to accounts in subsequent months which were due to variations in meter reading dates or estimated readings which were beyond the control of the Cooperative.

## **503 -- INCORRECT READING OF METER**

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

## **504 -- FAILURE OF METER TO REGISTER CORRECTLY**

If a meter fails to register correctly, the member-customer will be billed on an estimated consumption, as set forth in Section 602, which will be based on the previous use of the member-customer. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative uses and sizes of connected loads, and other relevant facts.

## **505 -- METER TESTS**

The Cooperative will, upon request, test the accuracy of a member-customer's meter upon the member-customer paying the required test fee to be applied against the cost of the test. If the meter, upon testing, is found to be more than 2% (plus or minus) in error, the test fee shall be refunded to the member-customer, and the member-customer's bill will be adjusted as set forth in Section 602.

The Cooperative will make periodic tests and inspections of its meters in order to maintain the required standard of accuracy.

#### **506 -- SEPARATE METER FOR EACH SERVICE**

A separate meter shall be used at each separate premises, except as provided for in rate schedules, for measuring electric service to each member-customer except that apartments and mobile home parks may be served through a central meter where the cost of the utilities is included in the rent charged the occupants. Meter readings will not be consolidated for the same member-customer at different premises, or for several member-customers on the same or different premises. Each metered service shall be billed at a service schedule prescribed for the class of service, and service supplied through more than one meter at the same or different locations shall not be combined and billed under one service schedule.

#### **600 -- BILLING**

##### **601 -- BILLING PERIOD AND PAYMENT OF BILLS**

All member/customers shall be billed monthly. Bills will be prepared and mailed as soon as possible after the reading of each meter route.

Bills are due and payable when rendered. If the account has any unpaid balance from said billing at 5:00 p.m. on the 22<sup>nd</sup> day following the bill date, a late fee may be added to the account. If such account is subject to disconnection for non-payment, a late notice shall be rendered prior to disconnection. After notice of pending disconnection for non-payment, a customer's electric service account becomes subject to collection of full payment or the service may be disconnected without further notice.

Member-customers who confirm they are sixty-two (62) years of age or qualified to receive disability income, a recipient of Social Security or other approved retirement/disability plan, and the account for their primary residence and/or a pump supplying water to this primary residence is in their name, may apply for the Seniors/Disabled Plan which relieves the payment of a late fee for late payments. The account will remain due before the collection date and will not prevent field collection of an unpaid account.

Payment of electric bills may be made by mail to Jackson Electric Membership Corporation, P. O. Box 100, Jefferson, Georgia 30549, or in person at any of the Cooperative offices. Failure to receive electric statement does not release member-customer from payment obligation or to deferment of any charge for non-payment within time specified.

A dispute as to the amount of a bill or credits to be applied against same shall not alter the normal requirements for payment nor justify the member-customer's delay or failure to pay as required.

It is the responsibility of the member-customer to give notice at any office of the Cooperative, of a disputed amount of bill, and to provide whatever information or facts are available as support of the dispute as an aid to the Cooperative in investigating the inquiry. Such evidence should be supplied prior to the disconnect date, or the service may be terminated without notice.

Prompt and timely information from the member-customer will not obligate but may permit the Cooperative to allow special arrangements for payment until the dispute is investigated. The Cooperative will investigate a disputed bill; and if the amount of bill is determined to have been an overcharge, will make proper refund or credit to the member-customer's account.

## **602 -- ADJUSTMENT OF BILLS**

If a meter is found to be more than 2% in error (plus or minus) the Cooperative will re-bill the member-customer and adjust the member-customer's bill for the previous three months. 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, the member-customer's consumption during the entire period of incorrect registration will be estimated, based upon all known pertinent facts, and the member-customer's bill for such period will be adjusted accordingly.

Where a member-customer'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 amount of billing will be computed from the date of initial error, and application of the adjustment will be the decision of the Cooperative.

## **603 -- COLLECTING, DISCONNECTION FOR FAILURE TO PAY, SERVICE FEE, AND AFTER-HOURS SERVICE FEE**

Member-customer accounts that remain unpaid as of the disconnection date following the issuance of a late notice on those accounts must be paid in the office. Collections of any type will not be allowed outside of the office by Jackson EMC employees.

Unless the delinquent account is paid in full, the service shall be disconnected.

All member-customers whose service has been disconnected for failure to pay their bills in accordance with the provisions of Section 601 shall be required to pay the late amount, plus all other applicable charges.

## **604 -- OTHER REASONS FOR DISCONNECTION**

- 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 unlawful reasons.
  4. Discovery of a condition determined by the Cooperative to be hazardous.
  5. Member-customer having old debt living at location with account in some other name.



6. Refusal of access to the Cooperative's equipment or if access thereto is obstructed or hazardous.
  7. For repairs, emergency operations, unavoidable shortages or interruptions in the Cooperative's supply source.
- B. Electric service will be re-connected in the above cases under the following conditions:
1. Correction of infraction.
  2. Payment of any un-metered current if applicable.
  3. Payment of applicable re-connect fee.
  4. Payment of a meter investigation charge in case of A. 1. or A. 2. above.
  5. Member-customer must agree to comply with reasonable requirements to protect Cooperative against further infractions.
  6. Payment of old debt.
  7. Payment of any damages to Cooperative property.
- C. Service may be disconnected, but only after notice and reasonable time to comply with 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.
  3. For non-payment of electric bill within the established collection period.
  4. If information becomes available that substantiates that a business will cease to function in the immediate future and circumstances indicate that the Cooperative might incur significant financial risk.

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

## **605 -- RETURNED CHECKS**

A member-customer's account will not be considered paid, and will be subject to delinquent charges and provisions for disconnection of service, if the check given in payment of it is returned by the bank.

If the member-customer repeatedly pays with checks which are not honored by the bank, the Cooperative may elect to put the account on a cash basis and require additional deposit.

When a check received in payment of a member-customer's account is returned unpaid by the bank for any reason (not the fault of the Cooperative), the Cooperative will notify such member-customer by letter. A charge will be added to the member-customer's account to cover the additional cost involved in processing the returned check.

## **606 -- EXTENSION OF CREDIT**

The Cooperative may deviate from its policy on cut-offs for delinquent bills only in accordance with the following standards:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the 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; or,
- B. When the member-customer 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-customer was not responsible; or,
- C. When to disconnect service might pose immediate danger to the member-customer or other persons due to illness or when the household is immediately and directly affected by a death; or,
- D. When it is determined that the member-customer has maintained a high credit rating with the Cooperative and the risk involved in extending the credit will not jeopardize the ability of the Cooperative to collect the full amount of the bill.

## **607 -- BUDGET BILLING**

The member-customer may elect, with Cooperative approval, the option of being rendered a budget bill which has the effect of leveling the member-customer's monthly bill amount.

## **608 -- COLLECTIONS OF INACTIVE PAST DUE ACCOUNTS**

All amounts owed the Cooperative on inactive accounts shall be collected within 50 days. Unpaid amounts over 60 days will be transferred to active accounts of the same member-customer if possible, or the account shall be subject to collection by a collection agent of the Cooperative. To the extent permitted by law, member-customer agrees to pay all costs of collection, including attorney fees of 15 percent on the indebtedness if the indebtedness is collected by law or through an attorney at law.

## **700 -- EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY**

### **701 -- MEMBER-CUSTOMER TO GRANT EASEMENTS TO COOPERATIVE**

As a condition of membership, each member-customer shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative, without charge, grants of easement in rights-of-way over, on, and under such lands owned or leased by or mortgaged to the member-

customer, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other member/customers or for the construction, operation, maintenance, or relocation of the Cooperative's electric facilities.

## **702 -- RIGHT OF ACCESS**

Cooperative's identified employees shall have the right of safe ingress to and safe egress from member-customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative.

## **703 -- COOPERATIVE PROPERTY**

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. Meter bases furnished by the Cooperative must be installed and maintained by the member-customer. The member-customer shall exercise proper care to protect the property of the Cooperative on his premises; and, in the event of loss or damage to the Cooperative's property arising from neglect of the member-customer to care for same, the cost of necessary repairs or replacement shall be paid by the member-customer.

No persons or organization shall install or attach any wire, signs, or other material or equipment to any of the Cooperative's poles, conductors, or other fixtures, except with the expressed written consent of the Cooperative.

## **800 -- GENERAL CONDITIONS FOR MEMBER-CUSTOMER WITHDRAWAL**

A member-customer may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

- A. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership obligations, 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 whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.
- B. Giving the Cooperative three working days notice in person, by phone, or in writing, provided such notice does not violate contractual obligation. The member-customer is responsible for all energy used at this meter location until such proper notice of desire to discontinue service has been given the Cooperative.

Upon such withdrawal, any applicable service fees and deposits then held by the Cooperative will be refunded or applied against any unpaid balance owed the Cooperative.

## **900 -- MISCELLANEOUS**

## **901 -- OFFICE AND SERVICE HOURS**

The Cooperative's Headquarters Office is at Jefferson, Georgia. District offices are located in the Gainesville, Jefferson, Lawrenceville, and Neese areas. All offices are open for business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding observed holidays.

Routine and regular service work shall be performed during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday only, except that no routine and regular service work will be performed on holidays observed during this period.

Emergency service work is performed 24 hours a day, seven days a week.

## **902 -- SCHEDULED OUTAGES**

Although the greater part of the Cooperative's line maintenance and repair work is done with lines energized, there exist requirements for outages due to some work on lines. Such work shall be done, as far as possible, at a time which will cause the least inconvenience to the member-customers. The member-customers to be affected by such interruptions shall, if practicable, be notified in advance.

## **903 -- LINE AND FACILITIES RELOCATION**

The Cooperative will cooperate with all government entities in the construction, improvement, or rehabilitation of public streets and highways. It is expected that these government entities will submit to the Cooperative an engineering plan of the proposed construction and will give reasonable notice to permit the Cooperative to relocate its lines to permit the necessary road construction. The Cooperative's engineer will cooperate with the government entities' engineer when the proposed road construction is being considered in order that both the government entities and the Cooperative can work out the relocation of the Cooperative's facilities to the mutual benefit of both parties.

If the Cooperative's poles, anchors, or other appurtenances are located within the confines of the public right-of-way, the Cooperative shall make the necessary relocation at its own expense; if the Cooperative's poles, anchors, and other appurtenances are located on private property, the government entities shall then agree to reimburse the Cooperative for any costs involved in relocating its facilities unless one or more of the following conditions are met:

1. The relocation is made for the convenience of the Cooperative.
2. The relocation will result in a substantial improvement in the Cooperative's facilities or their location.
3. That the relocation is associated with other regularly scheduled conversion or other construction work and can be done at the same time.

When the Cooperative is requested to relocate its facilities for other than road improvement, any costs involved will be paid for by the firm, person, or persons requesting the relocation unless one or more of the above conditions are met.

**904 -- RETIREMENT OF IDLE SERVICES**

Idle services shall be retired in cases where such services have not been active for a period of at least twelve (12) consecutive months and where it is obvious that the dwelling to which it is attached is no longer habitable or it can otherwise be determined that the service is no longer needed.

Such retirements shall be accomplished in a manner which will maintain labor and transportation costs at a minimum.

No service shall be retired when there is a possibility that such retirement will have an adverse effect on the territorial integrity of the Cooperative.

**905 -- MEMBER-CUSTOMER RECORDS**

Member-customer accounts, records, or any other pertinent data will not be supplied to any requesting party without the expressed consent of the member-customer involved, appropriate court order, or where public health and safety reasons require such disclosure.

**906 -- MEMBERSHIP FEES, DEPOSITS, SPECIAL CHARGES**

A. Membership Fee

The membership fee shall be a payment which shall make the applicant eligible for membership ----- \$5.00

B. Deposits

As provided in Section 103, the minimum deposits required for member-customers:

- 1. Residence - \$200 or less based on your personal credit history.
- 2. Residential reconnections - when account has been disconnected for non-payment, require deposit of up to two times average monthly bill.
- 3. Commercial - An estimated two (2) times the monthly electric service bill, but not less than \$ 200.00.
- 4. Well pumps, etc. - Low usage units (non-residence) on residential rate - \$25.00

C. Special Fees/Charges

- 1. Meter Test Fee ----- Single Phase-----\$30.00  
Demand & Three-Phase-----\$40.00
- 2. Meter Investigation Fee (first offense -- non-flagrant nature) ----- \$125.00
- 3. Subsequent non-flagrant offenses and/or all flagrant offenses ----- \$200.00

4. Request for Line Construction Outside Normal Working Hours:

In the event that a member/customer requests construction of a new service after normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) the Cooperative, at its option, may agree to perform such construction because of unusual or extenuating circumstances. If it is determined that the work should be done, such member/customer will be required to pay an "overtime construction" charge.

Work done with on-call personnel in one (1) hour or less-----\$75.00

Work requiring more than one (1) hour actual construction cost computed in accordance with Cooperative's accounting system.

5. Connection Fee

A non-refundable connection fee, that provides for setting a meter without construction, shall be charged as follows:

During work hours-----\$30.00

Same Day Guarantee or Outside Regular Hours Service Fee ----- \$35.00  
(In addition to the regular \$30 connection fee)

Connect Fee for Weekends or Holidays----- \$100.00  
(In addition to the regular \$30 connection fee)

6. Reconnection Fee

For reconnecting meters or security lights which have been disconnected for non-payment:

For meters-----\$70.00

Security Light (street and parking lot) -----\$50.00 per light  
**Next day service when possible**

7. Service Charge - Temporary Construction - Permanent Facilities

A non-refundable charge shall be required for the installation of each temporary service (in addition to deposits, connection fees, and/or membership fees). Special construction may require actual costs.

During work hours-----\$100.00

Outside regular work hours ----- \$150.00

- 8. Service Charge - Temporary Construction - Temporary Facilities  
 (Temporary Premises such as carnivals, circuses, bridge construction, Christmas tree sales stands, etc.)  
  
 A non-refundable charge shall be required for the installation of each temporary service (in addition to deposits, connection fees, and/or membership fees). Special construction may require actual costs -----\$150.00 minimum
  
- 9. Member/Customer Fuse Check  
  
 Customer protective devices, such as fuses and circuit breakers, are the responsibility of the member/customer. The member/customer should check for faulty fuses or tripped protective devices before reporting an interruption of service.  
  
 When the service interruption is due to faulty fuse or tripped protective device, a service call by the Cooperative may result in a charge ----- \$30.00  
  
 The Cooperative will advise the member/customer of the possibility of this charge upon receiving a trouble call. Failure to do so will not relieve the member/customer of his responsibility or the charge.
  
- 10. Security Light Disconnect Fee  
  
 For Security Lights (street and parking lot)-----\$50.00 per light
  
- 11. Returned Check Fee ----- \$30.00  
  
 Each check returned for non-payment by bank shall be assessed a handling charge.
  
- 12. Credit Card Charge-back Fee-----\$30.00  
  
 Each credit card transaction charged back against JEMC by the customer shall have this fee charged.
  
- 13. Late Fee  
  
 Residential (RUS Code 1) ----- \$15.00  
  
 Other-----greater of 1% of remaining balance of current bill or \$38.00  
  
 If an account has any unpaid balance from the last billing at 5:00 p.m. on the 22<sup>nd</sup> day following the bill date, a late fee may be added to the account.
  
- 14. Dog Bite Investigation Fee ----- \$50.00
  
- 15. Non-AMI Read Fee ----- \$25.00

## **907 -- STATEMENT OF NONDISCRIMINATION**

Jackson EMC 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 the Civil Rights Act of 1991, 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 which provide that no person in the United States on the basis of race, color, national origin, age or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordination this organization's nondiscrimination compliance efforts is William P. Ormsby, Manager, Corporate Administration. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U. S. Department of Agriculture, Washington, D. C. 20250; or the Administrator, Rural Utilities Service, Washington, D. C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

### REVISIONS FOR SERVICE RULES AND REGULATIONS:

February 1975  
October 1976  
August 1978  
May 1979  
July 1981  
June 1983  
October 1986  
September 1989  
February 1991  
March 1991  
August 1994  
September 1994  
December 1996  
May 1997  
March 1999  
May 1999  
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October 2002  
January 2003  
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May 2007  
August 2009  
February 2010  
February 2012  
March 2013  
October 2013  
July 2019