

**SERVICE RULES  
AND  
REGULATIONS**



**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION  
Metter, Georgia**

*As Revised through July 20, 2017*

**\*The amount of all fees referenced in these Service Rules and Regulations are set forth in Schedule A (Fees).**

**100 - ELECTRIC SERVICE AVAILABILITY**

**101 - Application for Membership**

Any person, firm, association, corporation or public body shall sign a written application for membership and pay a membership fee, together with a nonrefundable account establishment fee and any service security deposit that may be required by the Cooperative. If the application is for retail electric service, the service recipient (hereinafter called “consumer”) shall agree to purchase from the Cooperative all central station electric energy used on the premises and to be bound by the Cooperative’s Articles of Incorporation and Bylaws and all rules, regulations and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative. A consumer may have any number of retail electric service connections under one membership.

## **102 - Additional Service Connection**

Consumers desiring additional service connections must pay a nonrefundable account establishment fee for each additional meter served. The account establishment fee may be added to the first month's bill. A service security deposit may be required on any new service.

For multi-unit complexes (apartments and condominiums) the multi-unit account establishment fee will apply when multiple requests for cut-ons for the same day are made by the management entity within the same complex. The multi-unit account establishment fee may be added to the first month's bill.

## **103 - Service Security Deposits**

A service security deposit or suitable guaranty shall be collected in advance of connecting, reconnecting or waiving Cooperative's right to disconnect any service with respect to which the Cooperative determines that such deposit or guaranty is needed to assure payment of the power 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 credit rating of the consumer;
- D. History of connects, disconnects, and reconnects for the involved consumer;
- E. Whether the premises are permanently fixed to the land or mobile and;
- F. Any other factor having a realistic bearing on the consumer's financial dependability.

However, such deposit shall not ordinarily be more than the consumer's estimated power bill for two months service except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to some unusual circumstance.

A deposit shall be refunded, without interest:

- A. As provided for in a written contract for service; 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 consumer may then owe the Cooperative.

## **104 - 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 is reasonably believed to be engaging in a conspiracy to deceive and defraud the Cooperative.

## **105 - Service Transfer**

Where, at the request of the consumer, service is to be transferred from one location to another location, the consumer requesting such transfer shall pay a nonrefundable service transfer fee.

## **200 - GENERAL EXTENSION POLICY**

### **201 - Extension Classification - Overhead Extension**

Applications for retail electric service will be classified into one of the following defined classifications and service will be extended accordingly.

#### **A. Permanent Establishments**

- 1. Residences, Public Buildings, and Churches  
(Single-Phase Service)**

This classification includes residences, schools, public buildings, and churches requiring single-phase electric service on a permanent year-round basis. Permanent overhead single-phase electric service facilities will be extended to such establishments without any requirement of contribution in aid of construction or facilities extension deposit.

- 2. Commercial and Industrial Establishment and Three-Phase Service**

This classification includes permanent commercial or industrial establishments and any other permanent establishments requiring three-phase service. Single-phase or three-phase service will be extended to such establishments pursuant to 201 A. 1, except that a supplemental written agreement and such contribution in aid of construction shall be required if the Cooperative determines such to be necessary.

#### **B. Mobile Homes**

Mobile homes will be extended service on the same basis as provided in 201 A. 1 above, except:

- 1. For mobile homes requiring an extension of electrical service facilities of 1,000 feet or more from Cooperative's present facilities, the Cooperative may require such contribution in aid of construction and facilities extension deposit as it deems necessary to make such extension feasible.**

2. If not prohibited by the local permitting authority, an electric service extension may be provided for a mobile home not in place at the time service is constructed, SUBJECT to applicant's payment of a working hours trip fee in advance to cover the additional cost of making a second trip and inspection to insure that all Code requirements are met.

C. Temporary Service

This classification includes service for construction sites, camp sites, billboard signs and similar services. Temporary service of 120/240 volts, single-phase power will be furnished for construction or other purposes. Unless the consumer expects to take permanent service from the Cooperative, such service must be located within 200 feet of the Cooperative's existing lines. Application for temporary service of more than 200 feet distance shall be handled on a reasonable nondiscriminatory basis. A nonrefundable temporary service fee will be required for the installation of each temporary service, this fee to be in addition to the membership fee and a nonrefundable account establishment fee and any service security deposit.

The consumer applying for temporary service will be required to supply pole and meter loop set at the desired location, with minimum clearance of twelve (12) feet above finished ground level. The consumer will be required to obtain his own inspection clearance for such installations.

Where temporary service is provided, and the Cooperative's lines must later be retired at the termination of service, the applicant will pay the total cost of installation, plus the estimated removal cost, less the value of usable retired materials.

D. Seasonal Establishments and Facilities and Supplemental Farm Loads, including but not limited to, Bulk Tobacco Barns, Chicken Houses, Barns, and Pig Parlors.

Single-phase electric service facilities will be extended up to 1,000 feet in the same terms and conditions as provided for in Section 201 A. 1, except:

1. Extension of such service may require the consumer to pay in advance to the Cooperative at least the annual minimum charge set forth in the rate schedule applicable to such facility.

2. The consumer shall, upon his termination of such service, be required to pay, at his option, the minimum charge applicable to such service under rate schedules from time to time established by the Cooperative for such facilities for a period from termination of service to a date five (5) years from the date that said service became available or in the alternative, the installation and removal costs, including a fair allocation of overhead expenses, less the reasonable salvage value of said facilities.

In addition to the foregoing, for service requiring an extension of facilities of more than 1,000 feet, the Cooperative may require such contribution in aid of construction and facilities extension deposit as it deems necessary to make such extension feasible.

E. Pondhouses, Clubhouses, Mobile Homes used as such and Similar Services.

Single-phase overhead service shall be extended to such facilities within one primary span of existing Cooperative primary line on the same terms and conditions as provided for in Section 201 A. 1, except:

1. Applicant will sign a contract to take continuous service from the Cooperative for a period of five years and to pay for such services during such period based on the applicable rates and charges.

2. In addition to the foregoing, for services requiring the extension of facilities of more than one primary span away from existing Cooperative facilities, the Cooperative shall require the payment of contribution to enable construction in the amount equal to all costs, including a reasonable allocation of overhead, incident to the construction of the extension over and above the cost of construction of one primary span from the existing Cooperative facilities.

## **202 - Underground Service Extension**

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

Upon request, the Cooperative will, as nearly practical, install, own and maintain underground facilities under the same condition as it would overhead facilities, however, the Cooperative may require such contribution in aid of construction or such facilities extension deposits as the Cooperative determines to be necessary, to make such extension feasible. In deriving the cost to provide underground service, terrain, vegetation, accessibility, proximity of individual services, maintenance, operation, and other pertinent factors will be considered.

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

Upon request, the Cooperative will replace existing overhead service drop with underground service provided the owner or developer pays the total conversion cost incurred by the Cooperative.

## **203 - Facilities Extension Ownership**

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

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

The Cooperative shall have access to such property at all reasonable times. The consumer shall not commit or cause or permit any act that will or may result in damage to or loss of such

property or in the loss of life or injury to any person, or the loss or damage to any other property, in relation to such property.

#### **204 - Standby Power**

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

#### **205 - Resale of Power**

Consumers shall not directly or indirectly resale 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. Consumers 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.

#### **206 - Scheduled Outages**

Whenever service is to be 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 consumer.

#### **207 - Service Interruptions**

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member's equipment 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 shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply. When a consumer experiences interruption in electric service, he should first check all fuse boxes and trip switches on the property. If the trouble is not found to be on the premises, then the Cooperative should be called immediately. The number to call in Metter is (912) 685-2115, and in Statesboro, (912) 764-2123. Service crews will be dispatched to the trouble as soon as possible.

When a consumer reports a power interruption resulting in the Cooperative sending personnel to the location to restore service and the cause of the interruption was the consumer's, the consumer responsible for the call will be charged a working hours trip fee or an after working hours trip fee.

#### **208 - Extension Access**

The Cooperative shall not extend, maintain or operate its line, service wire and connections to any premise unless it determines that it has safe, lawful, reliable and convenient access to same.

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

### **301 - Service Connections**

The wiring and electrical equipment in or upon the premises of the consumer to the point of service cut-ins 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 Electrical Code, the Service Rules and Regulations of the Cooperative and any other lawfully applicable standards before it can be connected to the system.

The location of the service cut-in shall be at the closest, most economical, safest and convenient location as determined by the Cooperative. The consumer shall provide suitable means of supporting service wires to his building which will provide the minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electrical Code. The Cooperative shall not be required to build without cost to the applicant more service line than is necessary to reach the cut-in point as determined by the Cooperative.

The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the meter.

### **302 - General Wiring Requirements**

Each consumer shall be responsible for and shall indemnify the Cooperative against injury, loss, or damage resulting from any defect 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.

### **303 - Member Equipment**

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

The Cooperative should always be consulted on motor installations other than motors used in normal appliances.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltage supplied to the other consumers who receive service from the same circuits or transformers. The Cooperative shall limit when necessary 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 and short circuit as defined in the National Electrical Code. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor.

The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change in

phase rotation or phase failure; therefore, motors shall be equipped with suitable protections against such reversal or phase failure.

#### B. Electric Generators

Where auxiliary or breakdown service is installed by the consumer to provide emergency power, parallel operation of the consumer's generating equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

#### C. Electric Welders and Miscellaneous Devices

Consumers desiring to operate electric welders or other devices with high• inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other consumers.

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

#### D. Consumer Responsibility for Protection Devices

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

### **304 - Power Factor Corrections**

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Underloaded motors contribute largely to the creation of a low power factor unfavorable to both the Cooperative and the consumer.

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

### **305 - Phase Load Balance**

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

## **400 - CONSUMER RATE CLASSIFICATION**

### **401 - Rate Schedule Availability**

When two or more rates are available for certain classes of service, the conditions under which each is applicable to the requirements for the individual consumer are plainly set forth in the Cooperative's published rate schedule. The choice of such rates lies with the consumer.



The Cooperative will at any time upon request advise any consumer as to the rate adapted to existing or anticipated service requirements as defined by the consumer, 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.

A consumer 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 consumer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

#### **402 - Filing of Rate Schedules**

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission, and will be provided at either the headquarters or district office of the Cooperative.

#### **500 - METERING**

##### **501 - Electric Meters**

All meter bases shall be installed at the service cut-in point as located pursuant to Section 301 hereof on an exterior surface as nearly as possible at eye level and in no case above 6 ft. of finished grade.

Consumer shall not in any way enclose said meter or otherwise restrict, curtail or limit the Cooperative's access to said meter. Should consumer desire to enclose an area where the meter is located, consumer shall, at his own expense, provide a new service cut-in point and meter base complying with this paragraph at a location acceptable to and approved by the Cooperative.

A meter pole shall be provided by the consumer in any case where a suitable building for mounting the meter is not available.

The Cooperative will furnish the meter socket.

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

##### **502 - Meter Reading**

Electric meters of the Cooperative with Advanced Metering Infrastructure (AMI) system capability shall be recorded monthly on a prearranged schedule for determining corresponding energy use for billing. Recording dates may vary slightly from month to month due to weekends, holidays and other factors. The electric usage of consumers who are utilizing the Cooperative's Pre-Pay Service Rate will be measured and billed on a "real time" instantaneous basis.

Electric meters of the Cooperative without AMI system capability shall be read monthly by Cooperative personnel on a pre-arranged schedule. Reading dates may vary slightly from month to month due to weekends, holidays, weather conditions and other factors.

Where a meter reading cannot be recorded or where a meter cannot be read on the scheduled date, the meter reading and corresponding energy use for the month will be estimated based on usage by the consumer in previous months. Since meter readings are continuous from month to month, any error in such estimate should automatically be corrected in the next subsequent month when the meter is actually read.

The Cooperative shall not be obligated to make adjustments to an account in subsequent months which were due to variations in meter recording or reading date 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 consumer will be billed on an estimated consumption, which will be based on the previous usage of the consumer. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

### **505 - Meter Tests**

The Cooperative will, upon request, test the accuracy of a consumer's meter upon the consumer paying a meter test deposit, said deposit 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 deposit shall be applied to the consumer's electric account, and the consumer's bill will be adjusted for not more than the three months immediately preceding the test.

## **600 - BILLING**

### **601 - Billing Period and Payment of Bills**

All consumers, except prepay consumers, shall be billed monthly. Statements will be prepared and mailed for each billing cycle on a pre-arranged schedule.

All bills shall be due and payable upon rendering. Failure to receive an electric statement does not release the consumer from payment obligation.

When payment is made by credit card, debit card or electronic check (echeck) a convenience fee will be added above and beyond the total amount due. There is a limit of \$500 per transaction and consumers are limited to three transactions per month.

If the bill has not been paid fifteen (15) days after the bill date, the consumer will be sent a delinquent notice which shall notify the consumer of the payment deadline date. If payment is not received on or prior to the payment deadline date as shown on the delinquent notice, service shall be subject to disconnection without further notice.

In the event a payment extension is granted beyond the cutoff date, a payment extension fee will be added to pay the cost of record keeping.

## **602 - Collection, Disconnection for Failure to Pay and Reconnection Fee**

Consumers whose accounts remain unpaid after the payment deadline date for any previous month's usage may be field collected and a working hours trip fee will be added to the past due amount. Unless the past due amount is paid in full, plus the working hours trip fee, the service shall be disconnected.

All consumers whose service has been disconnected for failure to pay their bills and accrued fees in accordance with the provisions of these Rules shall be required to pay a reconnection fee plus the past due amount prior to reconnection. Reconnections requested and made using a Remote Disconnect (RD) meter when available shall be made only upon the consumer paying or if after working hours agreeing to pay before 1:00 P.M. the next Cooperative work day the past due amount plus an RD meter reconnection fee.

Any consumer that fails to pay the past due account and RD meter reconnection fee before 1:00 P.M. the next Cooperative work day will have service disconnected again without further notice using the RD meter. The consumer so disconnected this second time must make actual payment of the past due account, plus the RD meter reconnection fee above and an additional RD meter reconnection fee before service will be reconnected. Reconnections requested prior to 3:30 P.M. and requiring a trip to field collect the payment due will require the consumer to pay a working hours trip fee also. Reconnections requested after 3:30 P.M. and requiring a trip to field collect the payment due will require the consumer to pay an after working hours trip fee also.

Reconnections requested prior to 3:30 P.M. where an RD meter is not available will require the consumer to pay a working hours trip fee. Reconnections requested after 3:30 P.M. where an RD meter is not available will require the consumer to pay an after working hours trip fee.

## **700 – PREPAY SERVICE**

### **701 – Billing and Payment**

“Prepay Service” is electric service provided pursuant to the Cooperative’s Pre-Pay Residential Service Rate Schedule. Consumers receiving electric service through the Pre-Pay Service Rate (“Prepay consumers”) shall pay in advance for the consumption of electricity and self-manage the amount and timing of payments in order to maintain continuous electric service (if desired). If payments are not made in the means permitted by these Rules before the consumer’s prepaid balance is depleted, electric service will be subject to immediate and automatic suspension. Monthly fees as set forth in the Rate Schedule and/or Schedule of Fees shall apply.

Prepay consumers consent to receive all notices regarding billing, account balance, service suspension, service disconnection and other communications electronically through the method(s) chosen by the Prepay consumer from the following options: e-mail, mobile phone text message (SMS), automated “Push” notification, and/or automated telephone message. Failure to receive any communication does not release the consumer from its obligations to the Cooperative. The Prepay consumer is responsible for providing the Cooperative with correct contact information and for notifying the Cooperative in advance of any changes in contact method(s). Prepay Service account balances are available online at [www.ExcelsiorEMC.com](http://www.ExcelsiorEMC.com), by telephone, and may be obtained in person at the Cooperative’s offices during office hours.

## **702 - Collection, Suspension for Zero Balance, Termination and Reconnection**

The Cooperative typically reads all meters electronically and remotely on a daily basis. Upon reading the meter, the Prepay consumer’s power consumption is calculated and a corresponding dollar amount for consumption based on the applicable Rate Schedule is deducted from the Prepay consumer’s prepay balance. When a prepay balance reaches zero or becomes negative, the electric service to the Prepay consumer will be subject to automatic suspension, except in exigent circumstances or as otherwise provided by Cooperative policy. (If service continues for any reason, a negative balance will accrue and be payable prior to reconnection.) Service may remain suspended for up to fourteen (14) days (or more, if termination of membership and service is deferred due to a holiday or other reason), and the Prepay consumer shall remain a Member and may reinstate electric service by making a payment sufficient to bring the Prepay consumer’s account balance to the minimum balance required. A Prepay consumer whose service has been automatically suspended for fourteen (14) or more days is subject to termination of electric service and Membership, and all rights associated therewith. After termination of electric service and Membership, any request for reconnection shall be treated as a new application for service and all fees applicable to new services shall apply.

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

### **801 - Member to Grant Easements to Cooperative if Required**

Each consumer shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easements or rights-of-way over, on and under such lands owned by the consumer, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or for the construction of other facilities necessary for furnishing service to others or for transmitting power between two or more otherwise unconnected points on the Cooperative’s system.

## **802 - Right Of Access**

Cooperative's identified employees shall have the right of access to consumer'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.

## **803 - Cooperative Property**

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The consumer 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 consumer to care for same, the cost of necessary repairs or replacement shall be paid by the consumer.

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 fixtures.

## **900 - GENERAL CONDITIONS FOR MEMBER WITHDRAWAL**

1. A member 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 to 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 days notice in person, by phone, or in writing provided such notice does not violate contractual obligation. The consumer is responsible for all energy used at this meter location until such proper notice of desire to discontinue service has been given the Cooperative.

2. Upon such withdrawal, the membership fee and deposits then held by the Cooperative will be refunded or applied against any unpaid balance owed to the Cooperative.

## **1000 - MISCELLANEOUS**

### **1001 - Retirement of Services**

1. Excelsior Electric Membership Corporation shall retire idle services consistent with sound utility practices and policies of the Rural Utilities Service, but shall not retire idle services when and if the effect of retirement would diminish in any significant manner the territory in which the Cooperative may serve under the Georgia Territorial Electric Service Act.

2. Idle Primary Lines shall be retired upon request of a consumer provided that such retirement does not adversely affect the ability of the Cooperative to serve other consumers and the consumer requesting such retirement pays the cost thereof, including a reasonable allocation of overhead expense to such removal, and provided a reservation of easement is secured without cost to the Cooperative. Provided, further, that such removal shall not diminish the territory in which the Cooperative may serve under the Georgia Territorial Electric Service Act.

### **1002 - Office and Service Hours**

The Cooperative's Headquarters office is at Metter, Georgia. A district office is located at Statesboro, Georgia. Both offices are open for business between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

Routine and regular service work shall be performed during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday only, except that no routine and regular service work will be performed on holidays observed during this period. Same day connections will be made at no cost within five hours of application when RD meters are installed and available. Connections requiring a field trip will be performed the next business day at no charge. Immediate connection (within one hour) may be provided if an RD meter is installed and available provided that an immediate connection fee is paid. Same day connections requiring a field trip shall be made at the discretion of the Cooperative, but only upon the precondition that the consumer making the request pay an after working hours trip fee and the Cooperative determines that the connection can be made in two hours time, or less, including travel time.

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

Service personnel may be reached by calling Metter, (912) 685-2115, or Statesboro, (912) 764-2123.

### **1003 - Other Reasons for Disconnection**

- A. Retail electric 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. Refusal of access to consumer's meter or if access thereto is obstructed or hazardous

- B. Retail electric service will be reconnected in the above cases under the following conditions:
1. Correction of infraction
  2. Payment of any unmetered current if applicable
  3. Payment of applicable reconnection fee
  4. Payment of a meter investigation and a working hours trip fee or an after hours trip fee in case of A1 or A2 above
  5. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions
  6. Payment of old debt
- C. Retail electric service may be disconnected, but only after notice and reasonable time to comply with infraction has been allowed, for the following reasons:
1. For violations 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 by-laws, rules and regulations of the Cooperative
  3. For any conduct that is reasonably believed to be intended to deceive, or defraud the Cooperative or to avoid payment of a debt for service for which the member is legally responsible.

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

#### **1004 - Returned Checks**

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

The receipt of a returned check will not be considered the receipt of payment, and shall create a delinquent account and the provisions of these Rules regarding delinquent accounts shall apply. If a returned check is given as payment to prevent the disconnection of service, service will be disconnected without additional notice. After such disconnection, the reconnection fees set forth in these Rules shall also apply. If a returned check is field collected, a working hours trip fee will be assessed for the collection trip.

Receipt by Cooperative from consumer of two (2) or more "bad" or "insufficient funds" checks within a period of 13 months shall entitle the Cooperative to require of consumer the

payment of all bills and charges by cash, certified check or money order for such a period as Cooperative determines. The mere acceptance of one or more checks by Cooperative after consumer is required to make payments in this manner shall not waive or stop the Cooperative from thereafter requiring strict compliance with this provision.

### **1005 - Extension of Credit**

The Cooperative may deviate from its policy on cutoffs 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 a bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
- B. When the member involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or
- C. When to disconnect service might pose immediate danger to the member or other person due to illness or when the household is immediately and directly affected by a death.
- D. When it is determined that the consumer 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.

### **1006 - Disputed Debts**

Consumer shall notify the Cooperative, prior to the delinquent date stated on the electric statement, of any disputed amount on his or her bill, and consumer shall provide whatever information or facts are available in support of the dispute as an aid to the Cooperative in investigating the inquiry. Prompt and timely information from the consumer will not obligate, but may permit, the Cooperative to postpone the due date for the disputed amounts or allow special arrangements for payment until the dispute is investigated. The Cooperative will investigate disputed bills and may, in its discretion, hold a hearing regarding such disputed bills. If it is determined that the consumer has been overcharged, the Cooperative will make a proper refund or credit to the consumer's account. Service will not be disconnected during the Cooperative's investigation provided the consumer is current on his payments for service provided during the dispute. If consumer fails to keep current on his payments for service provided during the dispute process, Cooperative shall terminate consumer's service without notice.

### **1007 - Places, Methods and Means of Payment for Electric Service**

Consumers may pay or prepay for electric service at the places and by the methods and means listed in Appendix A.



## Schedule A - Fees

	Description	Amount
1	Membership	25.00
2	Account Establishment	25.00
3	Multi-Unit Account Establishment	15.00 (per unit)
4	Service Transfer	25.00
5	Temporary Service	175.00
6	Working Hours Trip Fee	80.00
7	After Working Hours Trip Fee	125.00
8	Immediate Connection	25.00
9	Meter Test Deposit	80.00
10	Convenience Fee	4.00
11	Payment Extension	20.00
12	RD meter Reconnection	80.00
13	Meter Investigation	400.00
14	Returned Check	30.00
15	Pre-pay minimum balance required	5.00

**APPENDIX “A”**  
**Places and Methods of Payment**  
**Means of Payment**

Consumers may pay or prepay for Electric Service as follows:

1. In person at Cooperative’s offices, during regular office hours.
2. By phone.
3. Online at [www.ExcelsiorEMC.com](http://www.ExcelsiorEMC.com).
4. In person at self-serve credit and debit card payment kiosks located at the Cooperative’s offices in Metter and Statesboro (and such other locations as may be established by the Cooperative and posted at [www.ExcelsiorEMC.com](http://www.ExcelsiorEMC.com)).
5. By mail to the address indicated on the bill, postage prepaid. Prepay consumers are responsible for ensuring that mailed payments are received by the Cooperative before the pre-pay balance reaches zero.
6. Automatically by bank draft or credit card following enrollment in the automatic bank draft or credit card payment plan.
7. The telephone and website payment methods are available 24 hours a day, seven days a week, except for temporary unavailability due to maintenance, upgrades and circumstances out of the Cooperative’s control.

Payments made via methods not listed as approved above, such as through commercial bill pay services, are not effective until physical receipt of the payment by the Cooperative. Prepay consumers are responsible for ensuring all payments are received by the Cooperative before the pre-pay balance reaches zero. All other consumers are responsible for ensuring all payments are received by the Cooperative on or before the due date.

Consumers may pay for Electric Service by the following means:

1. Payment by cash, check, credit card or debit card at the Cooperative’s offices or third party payment centers.
2. Payment by credit card, debit card or echeck through the Cooperative’s website and automated phone payment system.
3. Payment by credit card or debit card at the Cooperative’s self-serve payment kiosk.
4. Payment by automatic bank draft pursuant to a valid written authorization signed by the consumer.