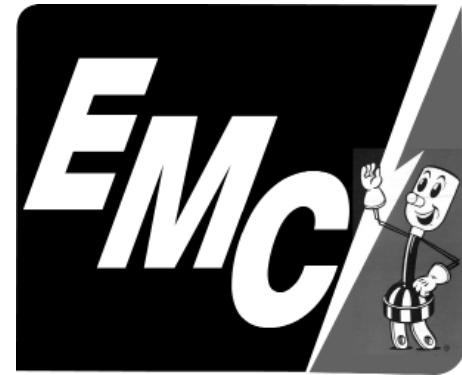


SERVICE RULES AND REGULATIONS



Effective January 1, 2015

**Three Notch
Electric Membership Corporation
Donalsonville, Georgia**

(229) 524-2450

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THREE NOTCH ELECTRIC MEMBERSHIP CORPORATION
MEMBERSHIP APPLICATION

The undersigned, hereinafter called the "Applicant", hereby applies for membership and agrees to purchase electric energy from Three Notch Electric Membership Corporation, hereinafter call the "Cooperative", under the following terms and conditions, to wit:

The Applicant will pay the Cooperative the sum of \$5.00 which will constitute the Applicant's membership fee. The Applicant expressly agrees that the Cooperative may use the \$5.00 for the development and construction and operation of its rural distribution lines. The \$5.00 will be refunded when the Applicant terminates his membership, and said \$5.00 will be used to offset any unpaid sum due from Applicant to Cooperative.

The Applicant, when energy becomes available and the meter is installed, will purchase from the Cooperative electric energy used on the premises described in the contract, and will pay monthly under the applicable rates of the Cooperative in effect at that time.

The Applicant will comply with and be bound by the provisions of the Charter and By-laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative, or hereafter adopted by the Cooperative.

By the execution of this application, Applicant grants into the Cooperative, its employees and agents, the right to go to, across and upon Applicants property for the purpose of servicing and providing utility service to the Applicant, and to supervise and maintain its operation.

Applicant shall pay to the Cooperative in accordance with the Cooperative's standard billing procedure all charges by the Cooperative in providing service to the Applicant.

Applicant acknowledges receipt of a copy of the Service Rules and Regulations for the Cooperative that were in effect as of the date of this Application.

Date: _____

Signature of Applicant: _____

600 - General Conditions for Member Withdrawal

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

- A. Payment of any and all amounts due the Cooperative and cessation of any non-compliance with his membership obligations at 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 service has been furnished by the Cooperative pursuant to his/her membership; or
 3. With the approval of the Board of Directors, resigning his/her membership in favor of another applicant who shall own or directly occupy or use the same premises to which the Cooperative has furnished service pursuant to the resigning member's membership.
- B. Upon such withdrawal, the member shall be entitled to a refund of his /her membership fee and of any service connection or security deposit then held by the Cooperative, after payment in full of all indebtedness to the Cooperative.
- C. The General Manager shall be responsible for securing compliance with this Policy, except that board approval shall be a prerequisite of a member's resignation in favor of another applicant, and the Board shall acknowledge any formal resolution the termination of any member's membership for any reason as soon as practicable after the fact of such termination is made known to it.

601- Death of a Member

When a member dies, the Cooperative should be notified in a timely manner. The personal representative or appropriate relative should make application to receive any capital credits allocated to that deceased member. Some person will need to make application in accordance with these rules to obtain service from the Cooperative in their own name. If no one successfully applies for service with the Cooperative within a reasonable time after a member's death, the Cooperative has the right to disconnect service.

100- ELECTRIC SERVICE AVAILABILITY AND BILLING

101 - Application for Membership

Any person, firm, association, corporation, or public body shall sign a written application for membership and pay a \$5.00 membership fee together with any service security deposit that may be required by the Cooperative. In this application, the applicant shall agree to purchase from the Cooperative electricity used on the premises and to be bound by the Cooperative's Certificate of Incorporation and By-Laws 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 first be applied against any unpaid balance owed the Cooperative, with any remaining amount refunded, without interest, to the former member.

101.1 -Member Privacy Notice

The Cooperative collects non-public, personal information about its members from the following sources: 1) information received from members on applications or other forms; 2) information about the member's transactions with the Cooperative; and 3) information from utility credit reporting services. Access to personally identifiable information about members is limited to those Cooperative employees who have a specific business reason to know such information. Cooperative employees are educated and trained on the importance of confidentiality and privacy of member information. The Cooperative maintains security standards and procedures to help prevent unauthorized access to Cooperative member information. The Cooperative pledges not to reveal specific information about member accounts or other information that would personally identify members to those outside the Cooperative for their independent use unless: 1) the information is necessary to help complete a transaction the member requested; 2) the member requested or authorized that the information be revealed; 3) the disclosure is required or allowed by law; or 4) the information is provided to a reputable utility credit reporting service or similar information reporting agency. The Cooperative does not disclose non-public information about former members except as permitted by law.

101.2- Member Access to Information

Members requesting account information by telephone must provide the last four digits of their SSN to obtain this information. Members who do not already have their SSN or a valid driver's license number registered in TNEMC's database must come into the Cooperative's Headquarters with a picture ID and provide their SSN or driver's license number for TNEMC's consumer database if they want to be able to obtain their account information by phone. Any member who wishes to authorize a spouse, friend, or caregiver to obtain account information must provide written authorization with the second person's identity, together with that person's SSN or driver's license number to TNEMC. Otherwise, account information will only be provided to the member of record.

102- Service Security Deposits- Residential

All applicants for service who have no credit history with the Cooperative must make application for service at the Donalsonville office of the Cooperative. Applicants must have a picture ID and a Social Security card or certifiable Social Security Number and a rental contract if rental property. A copy of this identification will be made and placed in the applicant's permanent file. Applicant shall provide Cooperative with a current street address, mailing address, and a telephone number, if available.

All applications for service by customers who have no active account will require a search by name and Social Security number in the Cooperative's data base for bad debts. All applications for additional service or additional meter sets by Cooperative members who have active accounts will require a search in the Cooperative's data base for payment history. When conducting inquiries in the Cooperative's computer database, Cooperative customer service personnel will note any missing information in a member's file and shall collect any missing information such as correct 911 address, a correct mailing address, a correct Social Security number, and a correct home and work telephone numbers, if available.

A service security deposit shall be collected for each meter in advance of connecting any service with respect to which the Cooperative determines that such deposit 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 depend primarily

the individual member are plainly set forth in the Cooperative's published rate schedules. The choice of such rates lies with the member.

The Cooperative will, at any time upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such rate or for the continuance of the lower annual cost under the rate selected should the volume or character of the service change.

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

400.2 - Filing of Rate Schedules

A copy of the Cooperative's applicable retain rates shall be on file at the Georgia Public Service Commission, and will be provided at the headquarters of the Cooperative upon request.

500 Easements. Right of Access and Cooperative Property

500.1- Member to Grant Easements to Cooperative if Required

Each member shall, upon being requested to do so by the Cooperative or its representative, execute and deliver to the Cooperative grants of easement or rights-of-way over, on, or under such lands owned by the member, and in accordance with such reasonable terms and conditions as the Cooperative shall require for the furnishing of electrical service to him/her 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.

500.2 - Rights of Access

Cooperative's identified agents and employees shall be given the right of access to member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, main training or exchanging any and all equipment and facilities which are the property of the Cooperative.

303.1- Member Equipment- Electric Generators

Where auxiliary or breakdown service is installed by the member to provide emergency power, parallel operation of the member's generating equipment will not be allowed. A double throw switch must be installed by the member 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.

303.2- Member Equipment- Electric Welders. Etc.

Members desiring to operate electric welders or other devices with high in-rush or fluctuating current 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 members.

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

303.3 - Member Responsibility for Protective Devices

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

303.4 - 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 customers.

Where the overall power factor of the member's load is less than 85% lagging, the Cooperative may require the member to install at his/her own expense equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

303.5- Phase Load Balance

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

400 - Member Rate Classification

400.1- 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

on credit scores obtained from a reputable utility credit reporting service.

Credit ratings for residential customers will be divided into three categories. These categories are good, fair and poor. The amount of service deposits for these categories are:

Good \$10.00 **Note: Any customer not willing to submit to a credit**
Fair \$150.00 **inquiry must pay the maximum deposit;**
Poor \$300.00 **Note: Any customer having no credit history or an**
inadequate history must pay a \$150 deposit.

CUSTOMER IS ENTITLED TO ONE FREE CREDIT APPLICATION. ANY ADDITIONAL CREDIT INQUIRIES FOR THE SAME METER SET WILL BE \$10.00 EACH. These guidelines apply to all new residential customers regardless of the type of dwelling in which the customer resides. Any residential customer that has been required to post a deposit higher than the \$10.00 minimum deposit can, by request, have the excess credited back to their account after they have paid their account on or before the due date posted on their bill for 12 consecutive months. The Cooperative reserves the right to require a higher deposit than those listed above up to a maximum equal to two months anticipated usage on the affected account if the Cooperative determines that this is necessary because of special circumstances. These special circumstances include, but are not limited to, very high usage accounts or extremely problematic accounts (poor payment history, meter tampering, etc.).

No interest in any form will be paid on deposits or membership fees placed with the Cooperative.

103 - Billing and Payment Terms

Meter readings are collected Monday through Thursday in four cycles each month with bills being mailed by First Class Mail on the Friday of that week. Although all bills are deposited in the U.S. Mail, the Cooperatives cannot guarantee delivery of these bills. For this reason, failure to receive a bill does not relieve the member of the obligation to pay such bills on time.

Payment of bills may be made in person at the headquarters of the Cooperative located at 116 West 2nd Street, Donalsonville, Georgia 39845, or by mail at the Cooperative's mailing address of P. O. Box 367, Donalsonville, Georgia 39845.

Payments may also be made at several area banks and other collection sites designated by the Cooperative. Bills paid at a remote

collection site must be paid in full with the remittance slip from the bill being paid attached. No partial payments will be accepted at remote collection sites. Members wishing to obtain the location of these sites may contact the Cooperative Office or website at www.threenotchmc.com. Pay by phone, Echeck or Credit Card.

Note: Any bill paid within 5 days of the disconnection date (as described in Section 107) must be paid at the Cooperative headquarters in Donalsonville to prevent disconnection.

103.1- Terms of Payment- Current and Previous Amount Due

The current month's bill due date is shown on the front of the billing statement. Payment is due in the Cooperative's office on or before the due date. Accounts are considered past due if not paid within ten days of the due date and will be assessed a penalty equal to 10% of the past due amount up to a maximum late charge of \$50.00 per month for each account.

The due date indicated on the billing statement is for the current month's bill only and does not apply to any previous amount due. Previous amounts due are past due and may be subject to service disconnection as provided in Paragraph 107. No extension of time for previous amounts due is authorized by the billing statement.

103.2- Bad Checks

There is a \$25.00 service fee charged if any check is returned by the member's bank. The amount of the check, together with the \$25.00 service fee, will immediately be charged back to the member's account. Unless the member's bank notifies the Cooperative that the check was returned by bank error, the check will only be presented to the bank once. The returned check and the \$25.00 service fee must be redeemed by payment with cash, cashier's check, or money order. If the normal disconnection date has passed when the Cooperative receives notice that the check was returned, service will be disconnected immediately without notice. If the normal disconnection date occurs before the returned check is properly redeemed, service will be disconnected without notice. The member's bank is responsible for notifying the member that the check was returned. Any member who has two checks returned by the bank in any six month period must pay the account with cash, cashier's check or money order for one year before that member is eligible to resume paying the account with a personal check.

of an amount determined by the member's credit information, payment history and the type of account being connected will be required for each additional account.

302 - General Wiring Requirements

Each member shall cause all premises receiving electrical service pursuant to his/her membership to become wired in accordance with the requirements of the National Electric Code. Each member shall be responsible for and shall indemnify the Cooperative, its agents and assigns, against injury, loss, or damage resulting from any defect and/or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the member's metering point. Meter related equipment is defined as current and potential transformers needed for transformer rated meters used on large loads and does not include the meter base provided by the Cooperative.

303 - Member Equipment - Electric Motors

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

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in a variation of the voltage supplied to other members who receive service from the same circuits or transformer. "The Cooperative shall limit, when necessary, the amount of starting current which may be drawn by a motor." Motor installations or upgrades of 125 HP and larger will require the use of either 'Soft-Starters' or Variable Frequency Drives replacing part-winding starters. Motors 200 HP and larger MUST USE Variable-Frequency Drive starters. The timing for all starter types must be adjusted such that in-rush currents are decreased during motor start-up thereby reducing momentary but significant voltage sags.

All motors shall be provided with devices that will protect the motor against overload and short circuit as defined by the National Electric 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 can not guarantee against accidental or temporary change in phase rotation or phase failure; therefore, all motors shall be equipped with suitable protection against such reversal or phase failure.

based refund to be determined by management and approved by the Board of Directors.

Within the development, services to individual dwellings, community buildings, pumps, etc. are required to pay a contribution in aid of construction in accordance to parts 1 through 6 of general extension policy, policy exception #1 and policy exception #2.

300 - Service Connections, Member Wiring and Member Equipment

301 - Service Connections

The wiring and electrical equipment in or upon the premises of the member to the point of service cut-in must have the approval of the constituted authority of the local government agency, or any other constituted authority, if any, and must conform to the requirements of the National Electric Code, the Service Regulations of the Cooperative and any other lawfully applicable standards before it can be connected to the system. Members may obtain a copy of the Cooperative's Service Regulations by requesting them from the Cooperative office.

The location of the service cut-in shall be determined by agreement with a representative of the Cooperative and must conform to the Cooperative's Service Regulations. The member shall provide suitable means of supporting service wires to his/her building which will provide the minimum ground clearance over driveways and other obstructions as provided by the National Electric 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 agreed to by the Cooperative representative. These costs are outlined in the General Line Extension Policy.

The Cooperative's responsibility regarding installation and/or maintenance of facilities shall not extend beyond attachment to the customer's building or meter pole except for meters and meter related equipment. Meter related equipment is defined as current and potential transformers needed for transformer rated meters used on large loads and does not include the meter base provided by the Cooperative.

When the member service requirements are such that the metering point is located on a pole, the member will furnish, install and maintain the meter pole for the attachment of the Cooperative's service facilities.

A member may have any number of service connections under one membership. Members desiring additional service connections however must file written applications for each such desired service connection on a form provided by the Cooperative. An additional deposit

104- Electric Meters

All meter installations shall be installed as per the Cooperative's Service Regulations. Only one residence per meter will be allowed. Upon receipt of the application for service, a representative of the Cooperative will survey the premises to be served and locate the metering point at the most convenient and satisfactory location. A meter pole shall be provided and installed by the member in any case where a suitable building for mounting the meter base is not available.

The Cooperative will give the meter socket to the member to install at the service entrance, and the member will be the owner of the meter socket. Repair or replacement of the meter socket will be the responsibility of the member. Members needing to repair or replace the meter socket or parts inside the meter socket must call the Cooperative to cut the meter seal, remove the meter and disconnect electrical power to the meter socket rendering it safe for the member or their electrician to perform any necessary repair or replacement. The Cooperative will not be responsible for any damages caused by faulty wiring connections or other problems associated with the meter socket.

All meters shall be installed or replaced ahead of all switches and fuses unless otherwise required by the Cooperative.

104.1-

All temporary meter sets for property owners, realtors or contractors wishing to perform cleanup, home inspections or structural repairs to the premise will require a **\$50.00 service charge**. This charge will cover both trips, the set and the pull. **This service charge will be billed on the service order.**

This service charge WILL NOT APPLY for customers needing to perform electrical repairs to the service entrance or meter base replacement, or an active account or for new service connections.

105- 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.

106- Meters Failing to Register Correctly

If a meter fails to register correctly, the member will be billed on the estimated consumption, which will be based on the previous usage

history of the member at that location. Consideration will be given to consumption on months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant factors.

106.1- Meter Tests

Members who request a meter test for any reason will be assessed a \$25.00 fee if the meter is found to be accurate within +/- 2%.

107 - Disconnection for Failure to Pay

If a member does not pay the entire amount of their account before bills are sent out for the subsequent billing cycle, the amount unpaid will be identified on that subsequent bill as previous amount due. Members without previous collection problems are subject to disconnection for non-payment if any previous amount due as shown on that member's bill is not paid in full by the due date shown on that bill. Members who have had excessive delinquencies will be notified that they have been placed on a one month billing and shall be subject to disconnection for non-payment if any bill is not paid in full within 10 days after the due date. No notice will be sent prior to disconnection.

When a Cooperative employee has been dispatched to the customers property for the purpose of disconnecting service for non payment, no payment will be accepted at the residence. Service will be disconnected at this time and the customer will have to pay all past due amounts and fees before service can be restored. These payments can be paid in the Cooperative office or by phone, via card or electronic check.

Disconnection for Failure to Pay Seasonal Restrictions

Residential service will not be disconnected for an unpaid bill between November 15 and March 15 if:

The forecasted local low temperature for a 24 hour period beginning at 8:00 am on the date of the proposed disconnection is below 32 degrees F. Collection or disconnection will occur on the first day following that the forecasted temperature is not below 32 degrees F.

Residential service will not be disconnected for an unpaid bill between March 16 and November 14 if:

Prior to 8:00 am on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect, or is forecasted to be in effect by the National Weather Service, for the county in which the meter scheduled for disconnection is

7. Miscellaneous Loads and Temporary Seasonal Loads Excluding Irrigation Systems (including but not limited to hunting camps, RV set-ups, carnivals, fruit stands, or any load not specifically covered in points 1 through 6):
Cooperative Management will determine charges on a case-by-case basis.

EXCEPTION #1: POLICY FOR TEMPORARY SERVICE / SECONDARY

1. Overhead Temporary Service Poles:
A non-refundable connection fee of \$125 is required. Pole to be set by member within 50' of transformer.
2. Underground Temporary Service Pole:
A non-refundable connection fee of \$125 is required in addition to \$5.75/ ft charge for Cooperative to trench service from transformer to service pole. Pole to be set by member within 50' of transformer.

EXCEPTION #2: POLICY FOR PERMANENT UNDERGROUND SERVICE/SECONDARY

1. Commercial and Permanent Establishments (homes excluding mobile I modular styles and designs, public buildings, & churches):
Cooperative will provide one free foot of service / secondary per twenty square feet of heated space.
2. Mobile/modular homes, pumps over 20 HP, irrigations, & other miscellaneous non-seasonal loads:
Cooperative provides NO FREE FOOTAGE to these loads.
3. Temporary and Seasonal (excluding irrigations) Loads and pumps 20HP or smaller:
Cooperative provides NO FREE FOOTAGE to these loads.

EXCEPTION #3: POLICY FOR SUBDIVISIONS /LAND DEVELOPMENTS

At the Cooperative's discretion, it may provide multi-phase service to large residential developments. Since rate of build-out is speculative and cannot be guaranteed, Cooperative provides NO FREE FOOTAGE at time of infrastructure "back-bone" installation. Upon complete build-out of development, the developer may apply for a percentage-

CONVERSION AND PHASE ADDITION COSTS EXCLUDE TRIMMING NEW RIGHT-OF-WAY AND RELOCATION OF EXISTING LINES. SOME OF THESE ADDITIONAL COSTS MAY BE WAIVED IN ACCORDANCE WITH THE "RELOCATION" SECTION OF THIS "POLICY".

POLICY REVISION DATES: December, 1984; November, 2001; February, 2002; July, 2002; April, 2010.

GENERAL POLICY FOR PRIMARY, SECONDARY, AND SERVICE LINE CONSTRUCTION CREDIT

1. Permanent Single-Phase Establishments (homes excluding modular / mobile style design, public buildings, small businesses, and churches):
Cooperative will provide the first 700 feet combination of overhead single-phase primary, secondary, and service for free, OR Cooperative will provide the first 35 feet of underground single-phase primary for free. Refer to exception #2 for underground service / secondary credits.
2. Homes of modular / mobile style and design & pumps over 20 HP
Cooperative will provide the first 200 feet combination of overhead single-phase primary, secondary, and service for free.
Cooperative gives NO FREE FOOTAGE on underground single-phase primary, secondary, or service to these loads.
3. Commercial and Industrial Establishments (General Three-Phase Loads):
Cooperative will determine a credit based on load analysis of submitted plans.
4. Irrigation Systems ("drive-only" systems):
Cooperative provides NO FREE FOOTAGE to these systems nor reimburses the "pumping system" credit if converted to a pumping system after initial system connection.
5. Irrigation Systems (pumping systems):
Cooperative provides 5 feet per HP credit (based on pump motor only) to drive / pump systems (This credit can be applied to footage for three-phase line conversion).
6. Pumps 20 HP or smaller:
Cooperative provides NO FREE FOOTAGE to these systems nor reimburses the "pumping system" credit if pump size is changed to over 20 HP after initial system connection.

located. Collection or disconnection will occur on the first day following that the National Weather Service does not have a Heat Advisory or Excessive Heat Warning in effect.

TNEMC Service Rules Policy 107-a. Approved 7-1-09.

107.1- Reconnect Fees

Past due accounts paid after service has been disconnected must pay a \$30.00 reconnection fee if reset between 8:00 a.m. and 4:00 p.m. on a regular Cooperative work day or a \$50.00 reconnection fee if reset on weekends, holidays, or between 4:00 p.m. and 10:00 p.m. No meter will be reset after 10:00 p.m.

Members whose accounts have been pulled for nonpayment of a past due bill must also pay an additional deposit equal to the next deposit level (if existing deposit is \$10, deposit must be increased to \$150; if existing deposit is \$150, deposit must be increased to \$300). Once the member has reached the \$300 deposit level, no further additional deposits will be required unless deemed necessary for special circumstances by the Cooperative. Special circumstances include, but are not limited to, accounts with very high usage or accounts with a problematic payment history, returned checks, etc.

These reconnection fees and additional deposits must be paid before the electrical service will be restored and the member's account reactivated.

If a member has more than one account, the Cooperative reserves the right to transfer unpaid balances from a member's inactive account to his/her active account if not paid within 30 days from the date of disconnection of service.

107.2- Alternate Connections

Any member requesting that electrical service be disconnected in one location and connected in a different location on the Cooperative system must pay any past due amounts owed to the Cooperative before service is connected at the alternate location.

108 - Cut Seals and Meter Tampering

No member nor persons doing work on the member's property shall be allowed to cut meter seals or tamper with the meter in any manner. Meter installations found with meter seals cut will be assessed a \$50 fee that will be added to the member's next bill. Member will be sent a warning letter about the cut seal. A second cut seal on the same account may result in a disconnection of electrical service.

Finding evidence of meter tampering or power theft on any account will result in immediate disconnection of service. A \$300.00 tampering fee will be assessed on the account and must be paid in addition to all past due amounts before service can be restored. The Cooperative reserves the right to request criminal prosecution of individuals who tamper with meters or who obtain electrical power by theft or fraud.

Service may also be disconnected if the service entrance is deemed to be dangerous to the member, Cooperative personnel or the public in general. Members discovered to have unsafe conditions on their property will be sent a letter advising them of the unsafe condition and will be given a reasonable time to correct the situation to avoid disconnection.

109 - Extension of Credit

At the member's request, the Cooperative may deviate from its disconnection policy 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 and extension of credit for a fixed time, or arrangement for installment payment of the bill will not 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/her failure to pay the bill resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or
- C. When the involved bill is a final bill covering service to a farm, house or other residential account and the main building thereof has been destroyed by fire (not caused by an act of arson on the part of the customer or his family); or
- D. When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by death.
- E. Arrangements for late payments will be limited to one per member in any given six month period.

109.1- Right of Access

Cooperative's identified agents and employees shall be given the right of access to a member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining

- B. The relocation will result in a substantial improvement in Cooperative's facilities or their location.
- C. That the relocation is associated with other regularly scheduled conversion or other construction work and can be done at the same time.

When Cooperative is requested to relocate OR upgrade its facilities for other than road improvement, all estimated costs involved will be paid prior to construction by the firm, person, or persons requesting the relocation unless two or more of the above conditions are met.

ANNUALLY PUBLISHED CONSTRUCTION COSTS

Rates for primary, service, and secondary are to be adjusted annually based on the prevailing costs of labor, materials, units, and installation. Because Cooperative values members, these rates are held from 20% to 50% of the actual cost of labor and materials and must be paid in full before construction begins (except in cases of temporary, non-irrigation seasonal, or any other loads not specified in the line extension policy) as a benefit of membership.

The prevailing per-foot costs for footage beyond current credits through January 2015 are as follows:

DESCRIPTION	OVERHEAD	UNDERGROUND	OH-UG/ UG-OH CONVERSION
NEW SINGLE PHASE			
PRIMARY	\$2.50/FT	\$3.50/FT	\$5.50/FT
NEW TWO PHASE			
PRIMARY	\$4.00/FT	\$5.00/FT	\$7.00/FT
NEW THREE PHASE			
PRIMARY	\$4.50/FT	\$6.00/FT	\$8.00/FT
NEW SINGLE PHASE			
SERVICE	\$2.00/FT	\$3.00/FT	\$5.00/FT
NEW THREE PHASE			
SERVICE	\$3.00/FT	\$4.00/FT	\$6.00/FT
PHASE ADDITION 2-3			
COST (PRIMARY)	\$2.00/FT	\$6.00/FT	\$8.00/FT
PHASE ADDITION 1-3			
COST (PRIMARY)	\$3.50/FT	\$6.00/FT	\$8.00/FT
PHASE ADDITION			
COST (SEC/ SERV)	\$3.00/FT	\$4.00/FT	\$6.00/FT

safe entry and exit points to a job site and sign a form called "AGREEMENT FOR OVERHEAD /UNDERGROUND ELECTRICAL SERVICE". This form holds harmless and indemnifies Cooperative for any damages that may occur on said property during retirement or construction jobs. In the event of damage, **Cooperative will notify owner of the damage but WILL NOT make any repairs/replacements to private septic, water, power, telecommunication, fuel, or other lines that have not been marked and exposed by property owner.** The project will halt immediately and will not resume until all said lines are located and exposed and a new route can be engineered. Owner may be required to pay for any addition expenses incurred by the Cooperative in changes to project.

GENERAL CONSTRUCTION POLICY FOR RELOCATION OF FACILITIES

Cooperative will cooperate with all government entities and consumers in the construction, improvement, or rehabilitation of public streets and highways. It is expected that these government entities will submit to Cooperative an engineering plan of the proposed construction, provide Cooperative with proper utility easements, and will give reasonable notice to permit Cooperative to relocate its lines to facilitate the necessary road construction. 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 Cooperative can work out the relocation of Cooperative's facilities to the mutual benefit of both parties. If Cooperative's poles, anchors, and other appurtenances are located within the confines of the public right-of-way, Cooperative shall make the necessary relocation at its own expense provided a utility easement is obtained by the requesting agency or consumer.

If Cooperative's poles, anchors, and other appurtenances are located on private property, the government entities or consumer will reimburse Cooperative for any costs involved in relocating its facilities unless two or more of the following conditions are met:

1. The relocation is made for the convenience of Cooperative.
 - A. The requesting agency obtains easements that facilitates and promotes Cooperative Right-of-Way policy.

or exchanging any and all equipment and facilities which are the property of the Cooperative.

110 - Service Rules and Regulations for Farm and Small Commercial Accounts

The applicant who will be responsible for the farm or small commercial account must have a picture ID and a tax identification number, Social Security Card, or certifiable Social Security number, or a valid driver's license number.

Applicants for new service on farm or small commercial accounts who own a permanent residence on the Cooperative system and who have had no delinquencies during the twelve months immediately preceding the application for the new account will be subject to a \$10 deposit.

Applicants for new service on farm or small commercial accounts who do not own a permanent residence on the Cooperative system or who have been more than 10 days late in paying any monthly bill in the past twelve months must pay a deposit, or provide a letter of credit from an FDIC insured bank, equal to two months anticipated usage on the affected account. No deposit refunds will be given to these members until after the account is closed and all indebtedness owed to the Cooperative is paid in full.

200 - General Line Extension Policy

- A. Service applications expire after 90 days. If metering point is not ready within 90 days of application, the request and work order will be automatically voided and subject to a subsequent staking fee.
- B. Cooperative provides the first 2 hours of Right-of-Way (ROW) trimming for free. Additional hours will be charged at a rate of \$225.00 per hour.
 1. After-hours and weekend construction are available provided member agrees to pay \$350 per hour per crew in addition to any line extension fees and makes formal request 10 business days in advance.
 2. Difference in project cost and credit to be PAID IN FULL by member prior to any construction.

3. Cooperative will only attach to services (metering points) having a Cooperative meter base (available at no cost from Cooperative) and meeting Cooperative inspection approval (in addition to any county or state inspections).
4. All commercial /large power loads must indicate provisions for power correction equipment. If the provision is stated for correction, account will not be connected until equipment installed.
5. Conversion between overhead and underground facilities OR upgrade of existing facilities shall be considered "RELOCATION" (refer to policy on relocation).
6. Currently established charges are located in "Annually Published Construction Costs" section.
7. Where, due to rock conditions in the soil, the trenching work can not 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 will be charged by the Cooperative to the owner or developer.
8. At the member's request, the Cooperative will extend the secondary service from the secondary terminals of the transformers in conduit to the service entrance equipment. The owner / developer must provide duct/ conduit (schedule 80 gray electrical) to Cooperative (subject to a size requirement) for the secondary service from the secondary terminals of the transformers to the service entrance equipment and shall pay all costs to supply the necessary duct/ conduit and charges required by the Cooperative.
9. The owner/developer will reimburse the Cooperative for the cost of installing and removing any temporary overhead facilities requested by the owner or developer. It will be the owner/developers responsibility for cutting or punching through, boring under or replacing pavement within the development.
10. The owner / 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.

11. 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.
12. The Cooperative shall have the option of placing transformers above ground, on pads of its specification and / or design, as the Cooperative in its sole discretion may determine to be practicable.
13. Shrubs, trees, and grass sod requiring protection during installation of lines 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.

GENERAL POLICY ON RIGHT-OF-WAY (ROW)

1. All new construction and relocations requested after the effective date of this policy require a minimum of forty (40) feet of clear space (twenty feet each side of pole) to remain trimmed and enforced by Cooperative along all overhead and underground wire paths in order to maintain lines and reduce outage time. Cooperative will not construct line until these conditions exist and are agreed upon by the requesting party.
2. Cooperative provides the first 2 hours of Right-of-way (ROW) trimming on new construction for free. Additional hours will be charged at a rate of \$225.00 per hour.

GENERAL POLICY ON PROPERTY DAMAGE DURING CONSTRUCTION, RETIREMENT, AND REPAIR

All construction and retirement projects require a member to provide