

Cobb Electric Membership Corporation
Policy Sections 100 through 500 of the
Board of Directors

SERVICE RULES
AND
REGULATIONS

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APPLICATION OF SERVICE RULES AND REGULATIONS

These Service Rules and Regulations apply to each and every member or applicant for membership. They are a part of every contract for service made by the cooperative, unless modified by special terms written therein, and govern all classes of service. Copies of Service Rules and Regulations, Rate Schedules and Bylaws are on file in the cooperative's offices and are open to inspection by members.

These Service Rules and Regulations are in accordance with the provisions of the Bylaws and may be revised, amended, supplemented, or otherwise changed from time to time by action by the Board of Directors. All such revisions, amendments, supplements, or changes shall be filed with the Public Service Commission of Georgia.

Revised: 12/22/81

5/82 Sections 400, 401, 402, 403, 404

8/24/82 Section 401

6/30/88 Sections 201 & 301

4/1/89 Sections 101, 102, 103, 112

12/89 Sections 401, 402

Add Section 605

9/90 Sections 501, 605 & Statement of Nondiscrimination

8/13 Rewrite adding several Cobb EMC policies

8/14 Section 203, 308

8/14 Revised Policy 614 and added 61611/14 Revised Sections 307, 308

12/15/2015 Revised Policy 308, and modified fees for disconnect in paragraph one, and added "will be exempt from reconnect fees" to paragraph three.

3/29/2016 Revised Policy 112 to reflect new office hours

8/22/2017 Revised Policy 308 by adding "or hand delivered" to paragraph one.

3/27/18 Revised Policy 201, A. and B by adding clarifying language regarding meter cabinet installation. Revised Policy 203, B. by deleting paragraph regarding using a double throw switch and adding paragraph two regarding backup generation installation.

1/29/19 Revised Section 104 to offer prepay in lieu of requiring a deposit. Section 105 to clarify refunds of contributions in aid of construction. Section 202 added "Indemnification" to section title and updated Statement of Nondiscrimination.

SERVICE RULES AND REGULATIONS

100 Electric Service Availability

101 Application for Membership

Applications for membership in the cooperative will only be accepted from applicants who meet the eligibility requirements defined in the bylaws of the cooperative and all other requirements listed in these Service Rules and Regulations. An application for membership must precede or accompany applications for electric service. All applicants must agree to accept and agree to be bound by conditions identified in the bylaws of the cooperative by either signing a written application for membership, agreeing to be bound by these conditions by phone or electronically, or in person when applying for service in the office of the cooperative. Applicants must also agree to pay the account service charge, additional service fee if applicable, a service security deposit if applicable, and any prior debts to the cooperative, and agree to purchase from the cooperative all electric energy according to the applicable rate schedules established by the Board of Directors. The service security deposit and the account service charge may be required to be paid before service is connected and any prior debts to the cooperative must be paid prior to connecting service. Upon termination of membership, any membership fee and any service security deposit will be refunded or applied against any unpaid balance owed the cooperative. All applicants will be mailed or emailed a welcome letter indicating where to view or how to obtain copies of the cooperative bylaws and these Service Rules and Regulations.

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

102 Account Service Charge

The cooperative will furnish, without cost to the member, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the applicable rate schedule. The account service charge is \$30.00. This charge will also apply to transfers of service when service is discontinued at one location and connected at another location, and also when service is discontinued on a seasonal or temporary basis.

103 Temporary Service Fees

A temporary service fee of \$50.00 will be required in connection with all temporary services requiring only a service drop. This charge will include the \$30.00 account service charge. A larger charge will be required for temporary services requiring more than a service drop. The amount will be determined on the basis of the cost involved and the anticipated revenue.

104 Service Security Deposits

A service security deposit shall be collected as applicable for 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 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;
- E. History of connects, disconnects, and reconnects at the involved premises or for the involved member; and
- F. Any other factor having a realistic bearing on the member's financial dependability.
- G. The cooperative may offer that the member be billed under the prepay program in lieu of a deposit.

However, such deposit shall not ordinarily be more than the member'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 member may then owe the cooperative;
- C. an additional deposit, sufficient to bring the total deposit up to three months average bill may be required when a member's service has been discontinued for nonpayment.

105 Service Extension

Service extension will be classified into one of the following defined classifications and service will be extended accordingly:

Overhead Service Extension

A. Permanent Establishments

This classification includes permanent residences, schools, public buildings, churches, commercial and industrial establishments, requiring electric service on a continuous basis.

Single phase

Electric service facilities will be extended to establishments of this classification in any location within the service area of the cooperative upon request by the owner or

occupant and the member or developer enters into a written contract with the cooperative and if applicable, pays a contribution in aid of construction to offset the cost of installing and maintaining overhead service. Cobb EMC in its sole discretion may return contributions for projects not yet commenced.

Three phase

Service will be extended when economically feasible to such establishments and the member or developer enters into a written contract with the cooperative and if applicable, pays a contribution in aid of construction to offset the cost of installing and maintaining overhead service. Cobb EMC in its sole discretion may return contributions for projects not yet commenced.

B. Construction Service

Construction service, 120/240 volts, single phase, will be furnished for construction purposes relating to establishing permanent service under “A” above in accordance with the following:

1. construction service shall be located near the cooperative’s designated point of permanent service attachment;
2. members applying for construction service will be required to furnish their own pole (a minimum of 16’ long 4” x 4” pressure treated wood or pressure treated pole the top of which must be not less than 13’ above ground level), meter loop and meter base. The member will be required to obtain his own inspection clearance for such installations.

C. Temporary Service.

Temporary service will be furnished for services of short duration or transient nature in accordance with the existing rate schedules of the cooperative, except that the member shall pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used. An advance deposit of the full amount of the estimated bill for service may be required.

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 member will agree and designate the point at which the cooperative’s underground lines will be connected to member’s facilities.

Upon request, the cooperative will, as nearly as practical, install, own, and maintain underground facilities under the same conditions as it would overhead facilities provided

the member or developer enters into a written contract with the cooperative and if applicable, pays a contribution in aid of construction to offset the cost of installing and maintaining underground service. In determining the amount of such contract, terrain, vegetation, accessibility, potential revenue, proximity of individual services, maintenance, operation and all other pertinent factors will be considered. All contributions are non-refundable. Cobb EMC in its sole discretion may return contributions for projects not yet commenced.

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

A. Permanent Establishments

Single Phase Service

The cooperative will furnish and install the transformer, transformer pad, primary cable, connectors, metering and secondary cable to the meter base, under the terms of the contract.

1. Upon request, existing secondary overhead services may be replaced with underground services provided the member enters into a written contract with the cooperative. In determining the amount of contribution to be included in such contract, the cost of installing the underground, removal of the overhead, value of existing overhead, and anticipated revenue will be considered.

Three Phase Service

Upon request from an owner or developer, the cooperative will install underground service to commercial, industrial, public installations, and all other than residential provided the member or developer enters into a written contract with the cooperative. In determining the amount of contribution to be included in such contract, terrain, vegetation, accessibility, potential revenue, proximity of individual services, maintenance, operations and all other pertinent factors will be considered.

1. The cooperative will furnish and install the transformers, transformer pad, transformer enclosure, primary cable and terminators, connectors (including those for secondary), and metering.
2. The owner or developer will provide and install the duct for the primary cable from the pad to the origin of the underground run (when required), and all duct

and cable for secondary service from the secondary terminals of the transformers to the service entrance equipment.

3. All work, by both parties, will be performed in accordance with specifications of the cooperative.

106 Service Extension Ownership

All service 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 member over a line built, owned, operated and maintained by the member or a third party.

1. All property of the cooperative placed in or upon the member's premises, used in supplying service to him, is placed there under his protection.
2. The cooperative shall have access to such property at all times. The member shall not commit, cause, or permit any act that will, or may, result in damage to, or loss of, such property, or in the loss of life, or injury to any person, or the loss of, or damage to, any other property, in relation to such property.
3. The owner or developer will furnish, without cost to the cooperative, necessary easements and rights-of-way. 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.
4. The type of construction and the location of said facilities will be at the option of the cooperative.
5. Should the owner or developer desire changes in location or type of construction, such installations will be made only upon the owner or developer paying to 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 the 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 for such damage. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.

107 Retirement of Idle Services

It shall be the policy of Cobb Electric Membership Corporation to retire idle services in cases where such service has not been active for twelve (12) consecutive months and when

it is obvious that the dwelling to which it is attached is no longer habitable. Such retirements shall be accomplished in a manner which will keep 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.

108 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 depend upon the cooperative's facilities available and upon the characteristic, size and location of the load to be served. Therefore, the member 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 or minus 10 percent variation:

- Single-phase, 2 wire, 120 volts
- Single-phase, 3 wire, 120/240 volts
- Three-phase, 4 wire, 120/208 volts
- Three-phase, 4 wire, 120/240 volts
- Three-phase, 4 wire, 480 volts
- Three-phase, 4 wire, 277/480 volts

109 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 should 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. The member to be affected by such interruptions shall, if practicable, be notified in advance.

110 Standby Power

No electric power 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.

111 Resale of Power

Members shall not directly, or indirectly, resell electric energy for any purpose, except in the case of rental facilities. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the cooperative, and by state or local laws, rules and codes.

112 Office and Service Hours

The cooperative's corporate office is located in Marietta, Georgia - The office is open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. The member care center may be reached by phone 7 a.m. to 6 p.m. Monday through Friday. Routine and regular service work shall be performed during the hours of 8 a.m. and 5 p.m., Monday through Friday only, except that no routine and regular service work will be performed on holidays observed during this period.

Service work for unusual conditions or circumstances may be arranged where necessary at other times upon request. All reconnections made at any time other than normal service hours, shall obligate the consumer for overtime labor costs involved, which will be covered through payment of a designated service charge. Emergency service work is performed 24 hours a day, seven days a week.

Service personnel may be reached by calling the cooperative's general office at (770) 429-2100.

200 Service Connections, Member Wiring and Member Equipment

201 Service Connections

A. Overhead Residential

The cooperative will furnish and install the overhead service conductors from its pole to the weatherhead and will make the connections between the cooperative's conductors and the member's conductors (coming out of the weatherhead). The member is responsible for supplying and installing the meter cabinet and ensuring it is maintained in accordance with the National Electrical Code, the cooperative's requirements, and any state or local laws, codes or ordinances.

The weatherhead furnished by the member 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 cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point where the cooperative makes connections between its conductors and the member's conductors at the weatherhead.

B. Underground Residential

The cooperative will furnish and install the underground service conductors from the transformer to the top connections in the meter cabinet.

The member is responsible for supplying and installing the meter cabinet and ensuring it is kept maintained in accordance with the National Electrical Code, the cooperative's requirements, and any state or local laws, codes or ordinances.

The location of the meter cabinet must be 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 cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of its connection in the meter cabinet.

C. General

No more than one residence may be served through one meter, 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.

Should the member request, the cooperative may install facilities in excess of those provided for in this policy. The service facilities will be furnished on a direct cost, plus appropriate overhead charges. 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.

202 Indemnification and General Wiring Requirements

Each member 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 Electrical Code, the cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction. Each

member shall be responsible for, and shall indemnify the cooperative, and any other person, against death, 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.

203 Member Equipment

- A. **Electric Motors.** The cooperative should always be consulted on motor installations. The maximum permissible size depends upon the member'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 variation of the voltages supplied to the other members who receive service from the same circuits or transformer. It is, therefore, necessary that the cooperative limit the amount of starting current, which may be drawn by a motor.

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 the 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 auxiliary or standby service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the cooperative's system will not be allowed, except in cases of prior approval of the cooperative's Engineering Department.

Any backup generator installation shall be wired in accordance with the specifications of the National Electric Code (NEC) and be permitted/inspected with

the authority having jurisdiction. Such systems shall utilize transfer equipment that is suitable for the intended use and prevent power from being fed back into the main line that could result in injury to the public or cooperative workers.

C. Distributed Generation

Where distributed generation, including steam turbine, internal combustion engines, hydroelectric, windmills and photovoltaic panels (PV) is installed by a member, the member must complete and comply with Cobb EMC Distributed Generation Facility Interconnection Agreement.

D. Electric Welders and Miscellaneous Devices

Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the cooperative with information regarding the electrical characteristics of the equipment.

Service will not be allowed to equipment, which adversely affects the cooperative's equipment or the service to other members. The cooperative must be consulted before the purchase or installation of the equipment.

E. Member Responsibility for Protective Devices

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

204 Power Factor Corrections

The maintenance of high power factor is of primary importance in the economic operations 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.

Where the over-all power factor of the member's load is less than 85 percent lagging, the cooperative may require the member 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.

205 Multi-Phase Service

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

300 Metering, Billing, Disconnections

301 Electric Meters

A. Residential Accounts

All electric meters shall be installed on an exterior surface in an appropriate meter base approximately at eye level, and in no case more than six (6) feet nor less than two and one half (2 1/2) feet above finished grade at a point designated by a representative of the cooperative. The meters must be readily accessible to Cobb EMC personnel or authorized contractors, plainly visible and not obstructed by shrubs, fences or other structures. Gate keys must be provided or a Cobb EMC lock incorporated when feasible. In no cases will meters be located within residential dwellings. In cases of remodeling by member where meter will be enclosed, the member will bear the expense of relocating the meter to an exterior wall. Members will be asked to restrain their animals, if necessary, in order to gain safe access to the meter. The cooperative will furnish such metering equipment as is necessary to measure the electric service, supplied in accordance with the applicable rate schedule. For large single-phase installations of over 200 amps capacity, and for 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. If the meter location does not meet these accessibility and visibility requirements, service may be terminated until satisfactory changes have been made after written notification has been provided to the member. Such termination of service must be approved by the Chief Executive Officer.

B. Commercial Accounts

Meters may be installed in an appropriate meter room, approximately at eye level, provided the cooperative is given reasonable access at all times including keys to access the meter location or allowing use of a Cobb EMC lock when applicable.

302 Meter Reading

Meters will be remotely read through Cobb EMC's Advanced Metering Infrastructure (AMI), or manually if necessary. If the member refuses installation of an AMI meter, a fee of \$20.00 will be charged each month to cover the cost associated with manual reads and processing of manual reads. If for some reason the meter reader cannot gain access to the meter, the meter reading and corresponding usage for the month will be estimated based on the member's previous usage. Since meter readings are continuous from reading to reading, any error in such estimate will automatically be corrected in the next subsequent period when the meter is actually read.

303 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.

304 Failure of Meter to Register Correctly

If a meter fails to register correctly, the member will be billed on the estimated energy use, which will be based on the previous use of the premise. Consideration will be given to either energy use in month's immediately preceding, energy use in similar periods of other years, comparative uses and sizes of connected loads, or other relevant facts.

305 Meter Tests

The cooperative may test meters for members upon request at a fee of \$25.00 to help defray the cost of this service. If the meter, upon testing, is found to be more than two percent (+ or -) in error, the member's bill for the three previous months will be adjusted and the fee will be refunded or credited to the member's account for electric service.

306 Separate Meter for Each Residential Service

A separate meter shall be used at each separate premise for measuring electric service to each member except for apartments and mobile home parks that are presently served through a central meter where the cost of the utilities is reflected in the rent charged the occupants. Meter readings will not be consolidated for the same member at different premises, or for several members on the same or different premises.

Each metered service shall be billed at the prescribed service schedule and service supplied through more than one meter, at the same or different locations, shall not be combined and billed under one service schedule.

307 Billing Period, Payment of Bills, and Prepay

Electric bills will be rendered monthly in cycles according to the service areas or types of service.

Except for members enrolled in the seniors' plan, past due balances will be subject to a late payment charge of \$10 or 1.5% whichever is greater.

Members will be given the option to be billed under the prepay program and must sign an agreement which will include the terms and conditions of the prepay program.

308 Disconnect for Delinquent Amounts

When the past due balance is greater than 45 days old, the account will be handled for collection of the total past due balance and disconnected, if not paid. At least two notices to the member will be attempted prior to disconnection. The first notice will be printed on

the bill, and a second notice will be mailed, or hand delivered to the billing address shown on the member's account. When an account that has been disconnected for delinquent amounts is reconnected, a \$40.00 reconnect fee will be applied to the member's account. For services in which it is necessary for any reason to send a crew to reconnect service anywhere other than the meter, the applicable fee will be \$300.00 for reconnect. Before reconnecting any service that has been disconnected for delinquent amounts, a security deposit or additional security deposit will be required up to the maximum allowed in these Service Rules and Regulations.

If a check is returned for any reason or if a payment arrangement is breached, and the account debt is past due to the point of being eligible for disconnect, the service may be disconnected immediately. Cobb EMC may, at its discretion, deposit checks for a second time that were returned for "insufficient funds." Only cash or money orders are acceptable to cover returned checks. The account may be placed on a cash-only status. A service charge of \$25.00 will be applied to a member's account when a check is returned unpaid by the bank. If service is disconnected due to a returned check or breached payment arrangement, disconnect and reconnect charges will be applied.

Members billed under any prepay program will be subject to the billing, notices and disconnects applicable under the terms and conditions of the prepay program and will be exempt from reconnect fees as shown in this section. When any residential account has been disconnected for delinquent amounts more than twice in a twelve-month period, the cooperative may require all balances to be paid in full and the account to be placed on the prepay program before service is restored.

Any accounts that are left unpaid for more than 30 days may be reported to credit agency (ies).

Where a member has two or more accounts, any undesignated payment received shall be deemed to be paid on a pro rata basis for all accounts, notwithstanding the fact that the cooperative maintains its records for accounts separately.

The cooperative will not be responsible for bills, notices or payments lost in the mail.

309 Other Reasons for Disconnection

- A. Cobb EMC reserves the right to disconnect electric service to any member immediately, and without notice, for any of the following reasons:
1. Fraudulent representation as to the use of electric service;
 2. Discovery of a condition determined by the cooperative to be hazardous;
 3. Repairs or emergency operations;
 4. Unavoidable shortage or interruptions in the cooperative's source of supply;
 5. Whenever such action is necessary to protect the cooperative from fraud or

- abuse;
- 6. upon cancellation of contract and vacating of premises by the member;
- 7. Abuse or tampering with service wires, connections, meters, seals, or any other facilities belonging to cooperative;
- 8. Diversion of electric current or any unauthorized electrical connection;
- 9. The use of equipment which adversely affects Cobb EMC's service to its other members.

B. In addition, Cobb EMC reserves the right to discontinue service with reasonable notice for any of the following reasons:

- 1. Violation of and/or non-compliance with any applicable state or other local laws, regulations and/or codes pertaining to electric service;
- 2. For non-compliance with bylaws and/or rules and regulations of the cooperative.

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

310 Extension of Credit

The cooperative may deviate from its policy on Disconnection of Service or notification to credit agency(s) for delinquent bills only in accordance with the following standards:

- A. When satisfactory arrangements have been made to pay the past due balance along with any current balances, provided that no previous payment arrangements have been broken within the preceding 12 months; 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 disconnecting service might pose immediate danger to the member or other persons due to illness, provided that the cooperative has been given the required medical alert documentation and it is kept current, or when the household is immediately and directly affected by a death, provided the cooperative has been provided this information.

311 Tampering with Meters and Other Property of the Cooperative & Power Diversion

It shall be the policy of the Board of Directors of the Cobb Electric Membership Corporation to vigorously investigate any and all indications where any person or

persons may have attempted to defraud the cooperative by means of electric power diversion or by tampering with meters and/or other equipment or property of the cooperative. In such cases, investigation shall be made immediately; and if substantial evidence exists that any person or persons have attempted fraudulent activity or tampered with or have destroyed the meter and/or other equipment or property of the cooperative in any manner, the service to that member shall be immediately disconnected; and charges shall be preferred against said person or persons and if the person or persons, is a member, the member may be expelled from membership in the cooperative.

An estimate will be made of the amount of revenue lost by such fraudulent activity or damage to equipment and billed to the member or person(s) responsible.

A service charge, sufficient to cover the cost of investigation and full replacement cost of damaged equipment, including all associated labor and overhead, will be charged to the party deemed responsible for this activity. This charge will also be applied for investigations of cut seals. Exception will only be made when a seal has been cut by emergency response personnel or when a licensed electrician has been given permission by the cooperative to cut a meter seal.

Information gathered in the investigation shall be turned over to the legal authorities of the county where the offense was committed, and charges will be preferred against the said party in order that prosecution may follow. If a violation of the Federal Code is evident, the United States District Attorney shall be notified of the said alleged offense, in order that the evidence may be submitted to a Federal Grand Jury, etc.

400 Easements, Right of Access and Cooperative Property

401 Member to Grant Easements to Cooperative

Each member shall, upon being requested to do so by the cooperative, execute and deliver to the cooperative, grants of easement or rights of way, without cost or charge, over, on, and 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 electric service to him, or other members or for the construction, operation, maintenance or relocation of the cooperative's electric facilities.

402 Right of Access

Cooperative's identified employees or contractors shall have the right of access to members' premises at all reasonable times for the purpose of maintaining right of way,

reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the cooperative and at all times in the event of an emergency such as service interruptions.

403 Cooperative Property

All meters, service connections, and other equipment furnished by the cooperative shall be, and remain, the property of the cooperative.

The member 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 to care for same, the cost of necessary repairs or replacement shall be paid by the member.

500 Miscellaneous

501 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 members. The members to be affected by such interruptions shall, if practicable, be notified in advance.

502 Line and Facilities Relocation

In the event the location of the cooperative's lines and facilities interfere with the use of the property on which they are located, the cooperative will, upon the request of the property owner, reasonably relocate such lines and facilities, if the member agrees to pay the actual cost involved, except in instances where it would be to the advantage of the cooperative to make such relocation.

503 No Prejudice of Rights

The failure by the cooperative to enforce any of the terms of these Service Rules and Regulations shall not be deemed as a waiver of the cooperative's right to do so.

504 General Conditions for Member Withdrawal

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

Upon such withdrawal, the member shall be entitled to refund of his membership fee and any service security deposit then held by the cooperative.

STATEMENT OF NONDISCRIMINATION

Cobb Electric Membership Corporation is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended and the Age Discrimination Act of 1975, as amended, and regulations implementing these laws, 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. Cobb EMC is committed to following these laws and to providing service without regard to race, color, national origin, age, or handicap.

The person responsible for coordinating Cobb EMC's nondiscrimination compliance efforts is the Head of Human Resources Department. 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 the Office of Economic Impact and Diversity, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585, (202) 586-2218. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

Cobb Electric Membership Corporation

Corporate Office

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Office Hours:

Monday-Friday, 8:00 a.m. to 5:00 p.m.

Drive Through Hours:

Monday-Friday, 8:00 a.m. to 5:00 p.m.

Emergency Service:

Available 24 hours a day, 365 days a year

(770) 429-2100