POLICY MANUAL

SERVICE RULES AND REGULATIONS INDEX

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POLICY NO. D-100

SUBJECT: ELECTRIC SERVICE AVAILABILITY AND MEMBERSHIP

POLICY STATEMENT

This section of the Policy Manual of Tri-County EMC as adopted by its Board of Directors contains service policies. They apply to every Member or applicant for membership. They are part of each contract for service made by the Cooperative, unless modified by special terms stated within the contract, and they govern all classes of service.

These service policies may be revised, amended, supplemented, or otherwise changed from time to time by action of the Board of Directors. Such alterations will be filed with the Georgia Public Service Commission and the Georgia Electric Membership Corporation.

PROCEDURE

- A. Service is available to any persons or entities in all the territory the Cooperative has the right to serve, providing that the service is subject to the Cooperative's established polices and regulations.
- B. Any person, firm, association, corporation, or public body will sign a written application for membership and electric service. They will then pay a membership fee, an account establishment fee, plus any service security deposit required by the Cooperative.
- C. Additional provisions that apply for application of membership are:
 - 1. The Member agrees that the Cooperative will be the sole provider of purchased electric energy used on premise.
 - 2. The Member is bound by the Cooperative's Charter and By-laws and all established rules, regulations, and rate schedules
 - 3. The Member pays the minimum monthly bill as stated in the rate schedule, or in case of a written contract for service, the minimum set forth in the contract.
- D. A Member may have any number of service connections for personal use under one membership; however,

- 1. Members desiring additional service must file written applications for each such desired service connection on a form provided by the Cooperative.
- 2. Members will pay the required service security deposit and account establishment fee for each additional service connection.

E. Upon termination of Membership:

- 1. The membership fee and any service security deposit offsets any debt owed the Cooperative or, if no debt is owed, the fee and security deposit will be refunded.
- 2. If membership is terminated before energy in the amount of membership fee is used except due to the Cooperative's fault, the fee will be retained as a minimum service charge.
- F. Criminal acts against Cooperative employees or property may result in permanent refusal of electric service.

G. Procedure of Dispute Settlement

- 1. It is the Cooperative's intent to deal with each Member in a courteous, efficient manner applying all policies, procedures, and regulations in a fair and impartial manner.
- 2. Any Member of the Cooperative has the right to address his concerns to the Board of Directors.
- 3. If conditions warrant immediate action, the Chief Executive Officer will inform the Chairman of the Board.
- H. The failure by the Cooperative to enforce any of the terms of these Service Policies shall not be deemed as a waiver of the Cooperative's right to do so.

I. Statement of Nondiscrimination

<u>Tri-County EMC</u> is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 as amended, and the rules and regulations of the U. S. Department of Agriculture 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 subject to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's non-discrimination compliance efforts is <u>C. HILL BENTLEY</u>, <u>CHIEF EXECUTIVE OFFICER</u>. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination, may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization or to the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250, or the Administrator, Rural Utilities Service, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-110

SUBJECT: SERVICE SECURITY DEPOSITS

POLICY STATEMENT

A service security deposit will be required to assure payment of the bill and to ensure protection of the Cooperative's property on the Member's premises. Security deposits offset debt owed at final billing.

PROCEDURE

- A. Service security deposits will be determined by the following criterion:
 - 1. Owned residence on owned property
 - a. Good credit as indicated by a national credit reporting agency or an acceptable utility letter of good credit may be accepted in lieu of the initial required deposit for an owned residence on owned property. Credit is allowed only if Member has not had three or more delinquent notices, no checks returned for any reason, and if Member has not been charged with meter tampering, diversion of electric current, or reconnection of service disconnected for failure to pay.
 - b. Members whose credit indicates a moderate risk of delinquency will be charged a deposit of \$100.
 - c. Any member whose credit indicates a high risk of delinquency will be charged a deposit equal to the greater of \$100 or two times the average monthly bill for the location. If an average bill has not been established, the average will be estimated based on the size of the residence.
 - 2. All accounts for residential rental properties will require a deposit.
 - a. Good credit as indicated by a national credit reporting agency or an acceptable utility letter of good credit may be accepted for an account to qualify for the minimum deposit of \$75 for rental properties. A utility letter of credit is allowed only if Member has not had three or more delinquent notices, no checks returned for any reason, and if Member has not been charged with meter tampering, diversion of electric current, or reconnection of service disconnected for failure to pay.

- b. Members whose credit indicates a moderate risk of delinquency will be charged a deposit of \$100.
- c. Any member whose credit indicates a high risk of delinquency will be charged a deposit equal to the greater of \$100 or two times the average monthly bill for the location. If an average bill has not been established, the average will be estimated based on the size of the residence.
- 3. General service properties will require a deposit.
 - a. Beginning July 24, 2006, members requesting service for general service property will be charged a deposit equal to two times the average monthly bill for the location. If an average bill has not been established, the average will be estimated based on the type of business and the square footage of the property served.
 - b. A surety bond or bank letter of credit will be accepted in lieu of a deposit.
- B. Deposit requirements are set by the Board of Directors and are subject to change.
- C. The deposit requirement will be doubled with each instance of bad credit performance listed below, up to a maximum which will not normally exceed the average bill times three:
 - 1. A member is disconnected for failure to pay. A homeowner or general service account, with a good credit history, which is disconnected for non-payment, will not automatically be charged with an additional deposit.
 - 2. A member's meter seal is broken for the purpose of meter tampering, diversion of electric current, or reconnecting a service disconnected for failure to pay.
- D. The total security deposit ordinarily is not more than the Member's estimated electric bill for three month's service, except when:
 - 1. Service is being furnished on the basis of a written contract.
 - 2. The Cooperative determines that a higher amount is necessary due to unusual circumstances.
- E. Deposits are refunded without interest under the following circumstances:
 - 1. When provided for in written contract for service.
 - 2. Upon termination of service, less any amount the Member may owe the cooperative.

3. Residential accounts that have met thirty-six (36) consecutive months of payment with none of the following:

Disconnected for failure to pay

Processed for cut-off

Check returned for any reason

Charged with meter tampering, diversion of electric current, or reconnection of a service disconnected for failure to pay.

4. General service accounts that have met thirty six (36) consecutive months of payment with none of the following will be refunded ½ of the deposit:

Disconnected for failure to pay

Processed for cut-off

Check returned for any reason

Charged with meter tampering, diversion of electric current, or reconnection of a service disconnected for failure to pay.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010

Latest Revised Date: June 2012

Dates Reviewed: July 2006, March 2010

POLICY NO. D-120

SUBJECT: SERVICE FEES

POLICY STATEMENT

It is the policy of Tri-County EMC to collect fees for services performed.

PROCEDURE

- A. Service fees are set by the Board of Directors and are subject to change.
- B. Service calls for interruption in service may require a fee per trip during regular hours and after hours, if it is determined to be the member's problem and no fault of the Cooperative.
- C. A fee is required for the reconnection of a meter. No fee is charged should the Cooperative be responsible for an error.
- D. All meters disconnected and reconnected within a twelve (12) month period, in the same member's name, and at the same location, will pay the regular service charge plus the monthly availability charge, as stated in the current rate schedule, times the number of months the meter was out of service, prior to reconnection.
- E. A fee will be added to the member's account before a meter can be tested at the member's request. This fee will be adjusted off the bill if the meter is in error.
- F. A service call will be charged when an employee is summoned twice to respond to a problem that is not the responsibility of the Cooperative's electric distribution system.
- G. An account establishment fee will be required for each new meter connect except in the following instance:

An account establishment fee may not be charged to the owner of rental property when electric service is terminated by the renter and the property owner requests that electric service continue and be placed in his name and membership. The property owner is required to apply for electric service or arrange for this procedure in writing prior to the renter's meter reading date for final billing.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008, January 2009, March 2010, June 2012, February 2015

Latest Revised Date: October 2025

Dates Reviewed: July 2006, March 2010

FEES/DEPOSITS

MEMBERSHIP FEE	\$ 5.00	
RESIDENTIAL SECURITY DEPOSIT	To be Determined by Credit Score	
COMMERCIAL SECURITY DEPOSIT *(Minimum is two month's average bill amount)	To be Determined by Credit Score	
ACCOUNT ESTABLISHMENT FEE	25.00	
TRIP CHARGE	35.00	
COLLECTION FEE	35.00	
SERVICE CHARGE	75.00	
METER TESTING FEE	35.00	
METER RE-READS 35.0		
RETURNED CHECK CHARGE	LEGAL LIMIT	
CUT SEAL FEE	50.00	
UNAUTHORIZED USAGE FEE (Charged plus cut seal fee, employee time, usage and equipment. Fee increases \$250 for each additional offense)		
E-CHECK FEE .60		
CREDIT CARD/DEBIT CARD CONVENIENCE FEE 2.45%		
REVISION DATES: DEC 1991, SEPT 1993, FEB 1994, MAY 2002, FEB 2004, JULY 2004, MAY 2008, SI FEB 2015	1994, JULY 1994, FEB 1996, FEB 1999, OCT EP 2008, JAN 2009, MARCH 2010, JULY 2012,	

CURRENT REVISION DATE: OCTOBER 2025

POLICY NO. D-130

SUBJECT: STANDARD SUPPLY VOLTAGES AND MEMBER EQUIPMENT

POLICY STATEMENT

Tri-County EMC will make electrical service available to our members at a number of standard voltages based upon the available facilities and the characteristics of the load to be served. The cooperative member is responsible for ensuring that motors and other loads connected to the cooperative's electrical system and electrical generators are equipped and installed such that safety issues or power quality concerns are not created.

PROCEDURE

A. STANDARD SUPPLY VOLTAGES

- 1. One system of alternating current, 60 hertz, is supplied through the Cooperative's system.
- 2. Voltage, number of phases and type of metering to be supplied depends upon the Cooperative's facilities available and upon the character, size, and location of the load to be served.
 - a. The Member should, therefore, consult the Cooperative prior to installation of wiring or equipment.
 - b. To avoid misunderstanding, this information should be in writing from the Member.
 - c. The standard secondary voltages described below are nominal and are subject to a plus or minus five percent (5%) variation:

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

B. MEMBER EQUIPMENT

1. Electric Motors

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

- b. The Cooperative shall limit, when necessary, the amount of starting current which may be drawn by a motor. This is due to the characteristic of most electric motors to draw a heavy momentary current when starting, often resulting in variation of the voltage supplies to the other Members who receive service from the same circuits or transformer.
- c. It is the responsibility of the owner that 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.
- d. The direction of phase rotation and the continuity of all three-phase currents are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change of phase; therefore, it is the responsibility of the owner that all 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.

2. Electric Generators

- a. Where auxiliary service is installed by the Member to provide emergency power, parallel operation of the Member's generating equipment with the Cooperative's system is not allowed.
- b. An approved transfer switch must be used to prevent possible injury to the Cooperative personnel by making it impossible for power to be fed back into the main line from the emergency generator.
- c. It is the Member's responsibility to properly install and maintain the transfer switch.

3. Electric Welders and Miscellaneous Devices

- a. Members desiring to operate electric welders or other devices with high inrush of fluctuating currents must supply the Cooperative with specifications regarding the electrical characteristics of the equipment that may adversely affect the Cooperative's equipment or the service to other Members.
- b. The Cooperative must be consulted before the installation of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or service to other Members. The Cooperative should be consulted before the purchase or installation of the equipment.

c. All protective devices shall be provided and installed by the Member and a the Member's sole expense.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010

Latest Revised Date: July 2012

Dates Reviewed: July 2006, March 2010

POLICY NO. D-140

SUBJECT: SERVICE INTERRUPTIONS

POLICY STATEMENT

While it is the intention of Tri-County EMC to maintain the highest possible reliability, the cooperative does not guarantee continuous and uninterrupted service and is not responsible for any damages resulting from service interruption.

PROCEDURE

- A. The Cooperative does not guarantee continuous and uninterrupted service and is not liable for loss or damage to any Member's equipment caused by any failure of equipment, apparatus, hardware, etc., to supply electricity, or by an interruption or reversal of the supply of electricity, if due to any cause reasonably beyond the control of the Cooperative.
- B. The Member will notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.
- C. Whenever service is interrupted for work on lines or equipment, such work will be done, as far as practicable, at a time that will cause the least inconvenience to the Member.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-150

SUBJECT: STANDBY POWER AND RESALE OF POWER

POLICY STATEMENT

Electric service provided by Tri-County EMC shall not be used for reserve or standby service or resold or diverted to other premises.

PROCEDURE

- A. No 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 agreement.
- B. Member will not directly or indirectly resell electric energy for any purpose, with the following exception:

In the case of commercial multiple rental facilities centrally metered, the cost of utilities may be included in rent charged to the tenant.

- C. Members will 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.
- D. This policy does not apply to approved applications of net metering. See Policy D-160.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010

Latest Revised Date: July 2012

Dates Reviewed: July 2006, March 2010

POLICY NO. D-160

SUBJECT: NET METERING

POLICY STATEMENT

As part of the Energy Policy Act of 2005 (Section 1251), Tri-County EMC shall make available upon request net metering service to any electric consumer that the electric cooperative services.

PROCEDURE

- A. For the purposes of this policy, "net metering" shall mean service to an electric consumer under which electric energy generated by that electric consumer from an eligible on-site generating facility and delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric consumer during the applicable billing period.
- B. Utility customers can use the electricity they generate to offset electricity they would otherwise purchase from the utility at the retail price. When a Tri-County EMC consumer with distributed generation creates more energy (in kWh) than is consumed by the premises during a billing period, the cooperative will purchase the excess kWh from the consumer. Excess energy created by distributed generation shall be purchased by the cooperative from the consumer at a wholesale or "avoided cost" price.
- C. The costs of all required relaying, synchronization, or specialized metering equipment (to be determined by cooperative personnel) shall be borne by the consumer.
- D. A Net Metering/Distributed Generation Agreement must be completed by both Tri-County EMC personnel and the net metering consumer prior to connection of the distributed generation system to Tri-County EMC's distribution system.
- E. Prior to connection to a net metering/distributed generation system, Tri-County EMC personnel must inspect distributed generation equipment and verify that it conforms to all applicable standards and federal and state regulations.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: March 2010
Dates Reviewed: July 2012
Latest Reviewed Date: July 2012

POLICY NO. D-170

SUBJECT: SECURITY LIGHTS

POLICY STATEMENT

Tri-County EMC will provide outdoor security lighting for the cooperative's members.

PROCEDURE

- A. Security lights will be installed, within the provisions of this policy, and rented to consumers who sign a contract and agree to pay the monthly rental charge determined by the prevailing security light rate for a minimum of twenty-four (24) months.
 - 1. Service will be rendered at locations where extension of lines will not exceed 150 feet per pole and secondary voltage is available. Line extension beyond 150 feet or where secondary voltage is not available will necessitate an additional contribution in aid of construction and/or a contract with the Cooperative in advance of the Cooperative extending such service. The term of service (contract period) will be determined based on the amount of investment and number of installations and risk of the investment.
 - 2. The Cooperative will furnish, install, maintain all necessary equipment and supply electric energy to operate security light(s) from dusk to dawn.
 - 3. Where line extension is required solely for security lighting, a charge of \$500 for each additional standard pole will be required. A standard pole is a wood pole up to 35 feet. This charge may be paid in full before construction begins, or it may be financed over the twenty-four (24) month term of the contract. If the financing option is chosen, an additional charge of \$21.50 for each additional pole set will be added to the monthly charge for the security light for the length of the contract. There will be an additional monthly maintenance fee per pole for maintenance for the life of the pole as per Tri-County EMC's rate schedule.
 - 4. If service is underground, or if non-standard pole or lights are desired, the cost of such construction will be stipulated in writing and paid prior to extending such service.
 - 5. Poles for security lights will not be installed on a Member's premises unless the premises are readily accessible for the installation of the pole and maintenance of the installation.
 - 6. The lighting equipment shall remain the property of the Cooperative, including poles installed, when the consumer makes a contribution in aid of construction.

- 7. The cost of lighting service, including any monthly installments for construction charges, shall be added to and become part of the Member's monthly electric service bill, with the same rules of payment applying.
- 8. Termination of security light(s) service will require full payment for the remainder of the contract period.
- 9. Relocating a security light pole will require an advance charge of \$100. Should such new location require additional materials, which were not originally installed, the Member will be required to pay for such materials.
- 10. Maintenance of security lights will be performed during normal working hours.
- B. While the Cooperative will, as practically as possible, try to furnish lighting of the type desired, the Cooperative must determine the type of lighting to be provided.
- C. Specialty & Commercial / Industrial Lighting
 - 1. Lighting projects requiring more than (2) decorative light fixtures and/or decorative non-standard poles will require 100% advance payment of the cost of such poles, fixtures, cables and related components, and installation. A lease/purchase agreement for the costs may be negotiated on a case-by-case basis with a minimum two (2) year and maximum four (4) year contract.
 - 2. Projects with less than five (5) fixtures will require 100% advance payment of the cost of such poles, fixtures, cables and related components, and installation.
 - 3. Additional monthly rates for energy usage will be determined by the prevailing rates at the time of installation.
 - 4. Termination of a contract prior to the agreed upon terms will require a 30 day written notice and 100% payment of the balance 10 days prior to the end of the 30 day notice.
 - 5. The Owner/Developer is required to sign an order form that clearly indicates manufacturer order numbers, colors, number of units and other specifications as required prior to any decorative poles and fixtures being ordered by Tri-County EMC.
 - 6. Any changes after order form is signed and materials are ordered will require full payment of all restocking fees and other related charges associated with such changes.
 - 7. Owner/Developer is responsible for accurate placement of all specialty poles.

- 8. Tri-County EMC will provide maintenance and repairs as needed for normal operations limited to bulb and fuse replacements. All maintenance activities will be performed during normal business hours (8:00 a.m. 5:00 p.m. Monday Friday).
- 9. Tri-County will assume no responsibility should the chosen type/style/color be discontinued or not available from manufacturer after installation.
- D. The Cooperative will not allow lights installed by the Consumer to be connected to any pole or non-metered service wires operated by the Cooperative. These lights must be attached to Consumer's property and served through the Consumer's meter.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010

Latest Revised Date: March 2024

Dates Reviewed: July 2006, March 2010

POLICY NO. D-180

SUBJECT: LINE EXTENSIONS

POLICY STATEMENT

Tri-County EMC's distribution system will be extended within the limits of the Georgia Territorial Electric Service Act to supply new Members who elect to take service under the rates of Tri-County EMC and the provisions of its line extension requirements.

PROCEDURE

- A. The following procedures and stipulations apply to all line extensions of Tri-County EMC.
 - 1. The Member will be responsible for locating and marking the location of all existing underground facilities prior to the start of line construction. Damage to a Member's property by Cooperative personnel, or its agents, resulting from a Member's failure to properly locate and mark existing underground facilities will relieve the Cooperative of any damage liability and the Member will be responsible for any repair cost incurred. Should any such damage significantly increase the cost of a line extension, the Member will be contacted and required to pay the extra cost.
 - 2. The location of the service cut-in will be determined by the Cooperative and must conform to the Cooperative's service regulations. Any deviation from the Cooperative's preferred engineering design resulting in an additional cost of the line extension will be at the cost of the Member.
 - 3. Tri-County EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth of trees and shrubbery located within ten (10) feet of the center line of the underground conductor or fifteen (15) feet of the center line of the overhead conductor. The right conferred herein grants to Tri-County EMC only the right to control vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed).
 - 4. Owner, its successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Tri-County EMC's facilities.

B. Contribution in Aid of Construction

- 1. Line extensions may require contribution in aid of construction by the Member requesting service. These fees will be determined by Engineering staff based on the Cooperatives Board of Directors approved construction policies.
- 2. Any necessary right of way clearing will be included in the estimate and paid for by the member. The Member may choose to clear the right of way themselves so long as the clearing meets the Cooperative's specifications.
- 3. Overhead single phase line extensions for residential services will be extended to 700 feet at no cost to the member. After 700 feet, the member will pay cost of construction as determined by the Cooperative's engineering department.
- 4. Underground single phase line extensions for residential services will be extended 250 feet at a cost of \$1,250. After 250 feet, the member will pay cost of construction as determined by the Cooperative's engineering department.
- 5. Line extensions to anything other than a residence will be required to pay cost of construction as determined by the engineering department.

C. Planned Developments

- 1. Developers will provide the Cooperative's engineering department with plans for the development and its intended use. Engineering staff will produce an estimate based on the Cooperative's Board of Directors approved construction policies and any contribution in aid of construction will be paid before any construction will begin.
- 2. Prudent engineering practices shall be used regarding the installation of the Cooperatives electric and communication facilities.

RESPONSIBILITY

The Chief Executive Officer will oversee the overall enforcement of this line extension policy. The Chief Executive Officer has discretionary responsibility in customer choice situations and will report actions taken to the Board of Directors.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, February 2010, April 2024

Latest Revised Date: July 2024

Dates Reviewed:
Latest Reviewed Date:

July 2006, March 2010
July 2012, April 2024

POLICY NO. D-190

SUBJECT: ELECTRIC METERS

POLICY STATEMENT

Tri-County EMC will install and maintain an electric meter for the purposes of measuring electrical energy, and electrical demand where applicable, consumed by the member's premise. Tri-County EMC shall be responsible for ensuring the accuracy of the electrical metering equipment and shall ensure that meter readings are properly and accurately recorded by the cooperative for billing purposes.

PROCEDURE

A. Metered Service in Name of Recipient

1. Each metered service will be in the name and membership of the person or entity receiving service.

B. Separate Meter for Each Service

- 1. Electric service shall be measured by a separate meter at each separate premise.
- 2. Meter readings will not be consolidated for Members with meters at several premises or for Members at the same or different premises.
- 3. Each metered service will be billed at a service schedule prescribed for the class of service and will not be combined and billed under one service schedule with other meters at the same or different locations.

C. Meter Reading

- 1. All meters shall be read on a regular basis by Cooperative personnel or as determined by the Chief Executive Officer.
- 2. Demand meters shall be reset when they are read each month.

D. Incorrect Reading of Meter

- 1. Corrections will be made whenever meters are incorrectly read.
- 2. The correct reading will be obtained.
- 3. The bill will be recalculated to reflect the correct usage.

E. Failure of Meter to Register Correctly

- 1. If a meter fails to register correctly, the Member shall be billed on an estimated consumption based on the Member's previous usage.
- 2. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of prior years, comparative uses and sizes of connected loads, and other relevant facts.
- 3. Member's bill will be adjusted for not more than six (6) months immediately preceding the discovery of the problem.

F. Meter Tests

- 1. All meters purchased, repaired, or returned to the meter shop will be tested for accuracy before they are placed in or placed back in service.
- 2. Upon request, the Cooperative will test the accuracy of a Member's meter or reread the meter upon assessing the fee, as shown in the Fee Schedule, to the Member's account. The fee will be payable if no Cooperative error is found. The Cooperative reserves the right to test meters at any time.
- G. All meter bases will be installed at a minimum height of 4½ feet and at a maximum height of 5½ feet above finished grade on an exterior surface readily accessible for maintenance.
 - 1. A Cooperative representative, at time of application for service, will designate the point of installation.
 - 2. The Member will allow free access to the meter by keeping the surrounding area unobstructed and free of any hazard.
- H. The Cooperative will furnish the metering equipment necessary to measure the electric service supplied in accordance with the applicable rate schedule.
- I. For single-phase installations of over 200 amps and for three-phase installations, the Cooperative will specify the type of metering equipment required before it is installed.
- J. Where pulse data is requested by the member for load management and pulse metering is not required under the applicable rate schedule, the Cooperative will provide pulse data at the meter location for a fee set by the engineering department before the equipment is installed. If pulse-metering equipment is used for billing under the applicable rate schedule, the Cooperative will provide pulse data at the meter location at no additional cost to the Member.

- K. When, for the Cooperative's benefit, relocation of existing Cooperative facilities requires the relocation of a meter, the relocation will be at the expense of the Cooperative.
- L. Changes made by the Member to meet the Cooperative's meter requirements or for the Member's convenience will be at the Member's expense.
- M. In order to provide the highest quality of service to the Members, the Cooperative requires that when there is a group of two or more meter bases to serve one area, the following guidelines are in effect:
 - 1. The owner/developer of the property served by the group of meters is responsible for labeling each meter base with the correct street address or unit number for each meter to be installed.
 - 2. The Cooperative desires that each unit being served be clearly identified with its unit number so as to be clearly visible when approaching the unit. However, if this is not done, the owner of the property is responsible for providing three (3) copies of a scaled drawing of the property to the Cooperative. This scaled drawing is to show the location of each unit and the number of each unit. One (1) additional copy of the drawing is to be placed at the central meter base location and is to be protected from the weather and available to Cooperative personnel at all times.
 - 3. A representative of the Cooperative will then meet with the owner/developer at the site and verify that the meter bases are correctly, clearly, and adequately labeled. This determination will be made at the sole discretion of the Cooperative's representative.
 - 4. Once the meter bases are approved, the Cooperative representative will then inscribe on or label the meter base with the correct location number for that unit.
 - 5. If additional meters are added to the same location, they will be labeled according to these guidelines.
 - 6. Failure of the Owner/Developer to follow these guidelines will result in service being denied until the meter bases are brought in compliance with this policy.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date:

March 2010

Dates Reviewed:

July 2006, March 2010

Latest Reviewed Date:

July 2012

POLICY NO. D-200

SUBJECT: EASEMENTS AND RIGHT-OF-ACCESS TO COOPERATIVE

POLICY STATEMENT

Cooperative's identified employees shall have the right of access to Member's premises at all 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.

PROCEDURE

- A. Each Member shall, at the Cooperative's request, execute and deliver to the Cooperative, easements of right-of-way, over, on and under such lands owned by the Member.
- B. These easements shall be in accordance with such reasonable terms and conditions as required by the Cooperative to furnish electric service for:
 - 1. The construction of the other facilities necessary for furnishing service to others, or
 - 2. For transmitting power between facilities on the Cooperative system, or
 - 3. For the construction, operation, maintenance, or relocation of the Cooperative's electric facilities.
- C. Where gates are used to prohibit entry, the Cooperative will install its own lock to provide entry for its employees. If a code or combination is required to obtain entry, the code or combination will be registered with the Cooperative.
- D. Member's failure to comply with the above may result in refusal or termination of service.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008, January 2009 March 2010

Latest Revised Date:

July 2006, March 2010 July 2012 Dates Reviewed:

Latest Reviewed Date:

POLICY NO. D-210

SUBJECT: SERVICE CONNECTIONS AND MEMBER WIRING

POLICY STATEMENT

A service connection to a member's premise will be installed in the most cost effective and safe manner possible. Cooperative personnel are responsible for the design and location of the extension of service to a member's premise. Prior to connection, the member's premises must conform to any and all regulations of any constituted authority and to the service regulations and policies of the cooperative.

PROCEDURE

- A. The wiring and electrical equipment in or upon the premises of the Member to the point of service cut-in must:
 - 1. Have the approval of the constituted authority of the local government agency, or any other constituted authority, if any, and
 - 2. Conform to service regulations and policies of the Cooperative, and any other lawfully applicable standards before it can be connected to the system.
- B. The location of the service cut-in will be determined by a representative of the Cooperative and must conform to the Cooperative's service regulations.
- C. The Member will provide suitable means of supporting service wires to his/her point of attachment.
 - 1. This will provide the minimum ground clearance.
 - 2. This will give adequate clearance over driveways and other obstructions as provided by all applicable regulatory agencies.
- D. The Cooperative is not required to build, without additional cost to the applicant, more service line than is necessary to reach the point of attachment as designated by the Cooperative. Refer to Policy D-180.
- E. The Cooperative's responsibility for installation and/or maintenance of facilities will not extend beyond the point of attachment.
- F. The Cooperative will not install three-phase underground service laterals and assumes no responsibility for maintaining such services. Such services shall be installed and maintained by the Member and must become and remain wired in accordance with

specifications of the Cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction.

G. Should the Cooperative's employee connecting the service happen to see an unsafe condition beyond the meter, service will be denied until the unsafe condition is corrected.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-220

SUBJECT: GENERAL WIRING REQUIREMENTS

POLICY STATEMENT

To prevent personal injury, loss, or damage, Tri-County EMC members are responsible for conforming with the specifications of the cooperative and any applicable authority having jurisdiction prior to and throughout the connection of electrical service to the member's premises.

PROCEDURE

- A. 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 Cooperative, any applicable state authority, and in accordance with the limitations of municipal and/or county authorities having jurisdiction.
- B. Each Member is responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon.
- C. In no event does 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.
- D. When multi-phase service is furnished, the Member, at all times, will maintain a reasonable balance of load between the phases.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-230

SUBJECT: TAMPERING WITH COOPERATIVE EQUIPMENT

POLICY STATEMENT

To prevent personal injury, loss, or damage, cooperative meters, meter seals, or other equipment shall not be tampered with or disturbed for any purpose by cooperative members or the general public.

PROCEDURE

- A. All meters owned and installed by the Cooperative will be sealed, and all meter bases on which Cooperative meters are installed will be sealed. Meter base seals will be broken or removed only by Cooperative employees.
- B. When the Cooperative has reasonable evidence that a member is obtaining all or part of his electricity by any method that interferes with the proper metering of electric service, or has made an unauthorized connection to obtain electric service, a bill will be presented to the member. The bill will be due immediately, and the service may be disconnected at any time unless paid in full. The bill will include charges for estimated unmetered service, the cost to repair or replace any damaged Cooperative equipment to include labor costs associated with the repair or replacement, plus any penalties and other applicable charges as determined by the Cooperative.
 - 1. Tri- County EMC will charge a \$250 unauthorized usage fee to the account for anyone entering a meter base or connecting to Tri-County EMC equipment. This fee may include an additional \$50 cut seal fee plus employee time, usage and equipment. The cost of damaged equipment will also be included. The \$250 fee will be for the first offense.
 - 2. Tri-County EMC will charge \$500 plus all other applicable fees for a second offense. The unauthorized usage fee will increase \$250 for each offense.
- C. It shall be the responsibility of members to see that the meter seal at their premises is not broken or tampered with. Upon finding any seal broken, an investigation shall be made. If it is determined that there was no valid reason for the seal to be cut, the Member will be charged the unauthorized usage fee as shown in the fee schedule and the service will be disconnected without notice. Damaging, injuring or interfering with the Cooperative's electric meter or related equipment is unlawful and can also result in prosecution.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010, July 2012

Latest Revised Date: February 2015

Dates Reviewed: July 2006, March 2010

POLICY NO. D-240

SUBJECT: IDLE SERVICES

POLICY STATEMENT

It is the policy of Tri-County EMC to disconnect service to unused premises.

PROCEDURE

- A. Idle services shall be defined as any service unused for twelve (12) consecutive months or more. The Cooperative will retire idle services and related equipment when such is in the best interest of the Cooperative and whenever its removal will not conflict with any of the following conditions:
 - 1. Member pays the minimum monthly bill to retain service in place.
 - 2. Retention of service or services in place may serve to preserve territorial protection for the Cooperative.
 - 3. Future services, tie lines, or other system improvements or restoration of service are contemplated within the area.
- B. As long as the service is in place, the consumer will be required to pay at least the minimum bill for electric service as long as service is available.
- C. If, for any reason, service is disconnected at the Member's request and at a later date a request is received for reconnection at the same location by the same Member, a regular service charge will be made, plus an amount equal to the appropriate minimum bill for each month it has been off, up to twelve (12) months.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-250

SUBJECT: COOPERATIVE EQUIPMENT ON MEMBER PREMISES

POLICY STATEMENT

All line extensions, service wire, and connections with the exception of meter bases, regardless of who pays or contributes toward paying the cost thereof, will be made by the Cooperative and remain the property of the Cooperative.

PROCEDURE

- A. The Cooperative is not required to serve any Member over a line built, owned, operated, and maintained by the Member or a third party.
- B. All property of the Cooperative placed in or upon the Member's premises, used in supplying service to the consumer, is placed under Member's protection.
- C. The Member shall exercise care to protect the property of the Cooperative on his premises.
- D. The Cooperative has right-of-access to such property at all reasonable times.
- E. In the event of loss or damage to Cooperative property, the Member shall pay the cost of necessary repairs or replacement.
- F. The Member will 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 or damage to any other property, in relation to such property.
- G. The Member will not attach personal property to Cooperative-owned facilities without prior written approval. If a violation of this requirement is discovered, Cooperative personnel will remove equipment at the expense of the Member.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

Latest Revised Date:

January 2009, March 2010 July 2012 July 2006, March 2010 July 2012 Dates Reviewed:

Latest Reviewed Date:

POLICY NO. D-260

SUBJECT: LINE AND FACILITIES RELOCATION

POLICY STATEMENT

The cost of relocation of cooperative lines and facilities shall be paid by the member unless it is determined that such relocation is advantageous to the Cooperative.

PROCEDURE

- A. If 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 written request of the property owner, reasonably relocate such lines and facilities, providing the consumer agrees to pay the actual cost involved unless it is advantageous for the Cooperative to make such relocation.
- B. Advantage to the Cooperative will be as follows:
 - 1. Sufficient electrical load is added to justify the relocation expense, which is defined as two years' projected revenue. Should relocation cost exceed two years' projected revenue, the projected revenue will be given as credit to offset the relocation cost billed the Member.
 - 2. The relocation will result in substantial improvement in the Cooperative's facilities or their location, or
 - 3. That the relocation is associated with other regularly scheduled conversion or other construction work and can be done at the same time.
- C. If it is determined that relocation of facilities would be advantageous for the Cooperative, then the Cooperative will relocate facilities at no cost to the Member or property owner provided, however, that the Member or property owner provides the Cooperative with an easement from all property owners where relocation will occur.
- D. Similar requests for relocation required by federal, state, county, or municipal highway and street construction or modification will be handled in the same manner as above.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-270

SUBJECT: HOUSE MOVING AND OTHER LARGE EQUIPMENT

POLICY STATEMENT

Tri-County EMC will make personnel available and make adjustments to cooperative facilities to ensure the safe transport of houses or other buildings or equipment within the Cooperative's service territory.

PROCEDURE

- A. When a house or other building/equipment is being moved within the Cooperative's service territory, and there is any question of interference or danger to Cooperative facilities, Cooperative employees will assist the person or firm responsible for the item being moved.
- B. The Cooperative will comply with the following Georgia Utilities Coordinating Committee/Georgia DOT guidelines concerning house moving.

1. Ride-Outs

- a. Upon notification from the Utilities Protection Center (UPC), the utilities have 72 hours to do a ride-out, review the proposed route, and to notify the Lead Agency. If a conflict exists or if utility adjustments are necessary, the utility should notify the Lead Agency, the DOT, and the Housemover to delay issuing of a permit until the route is cleared by the utility.
- b. The Cooperative will not charge to do a ride-out of proposed moving route.

2. Facility Adjustments

- a. Any facility that does not meet NESC requirements should be brought into compliance with the Code at no expense to the Housemover. Other adjustments may be subject to reimbursement to the Utility.
- b. The Cooperative will not charge the mover to make any adjustments necessary to bring Cooperative facilities into compliance with the NESC.
- c. The Cooperative will charge for any adjustments necessary to accommodate the mover if the Cooperative facilities meet NESC codes. The charge will be determined as specified in the section titled "Billing for Work Performed by the Cooperative" and billed to the Housemover.

3. Lead Agency Responsibilities

a. The lead agency will receive notification from the Housemover and fax only the "Housemover Notification Form" to the UPC. The lead agency is responsible for compiling information from the other utilities and relating that information to the DOT within the 72-hour interval, via the "Utility Approval Form." The lead agency will be responsible for faxing information from the "Utility Approval Form" to the DOT.

4. Escort

- a. If the Utility deems it necessary to provide an escort, he shall contact the housemover and coordinate this activity prior to the house move. Any payment for escorts should be agreed to and signed prior to the move. Each Utility will be responsible for the training of its Housemover escorts. When a utility company provides an escort for any reason, the escort will have the authority to stop the move when the utility determines that proceeding is unsafe. Housemovers will be responsible for providing radio communications for these escorts.
- b. Payments for escorts will be agreed upon in writing before the move is made.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010

POLICY NO. D-280

SUBJECT: BILLING AND COLLECTION

POLICY STATEMENT

Failure to pay for electrical service or other service related fees shall result in disconnection of service as provided in the billing and collection policy.

PROCEDURE

A. Disconnection For Failure To Pay And Related Service Fees

- 1. If payment is not received by the disconnect date on the reminder notice, service shall be subject to disconnection without further notice. This provision will be waived on residential accounts when the temperature remains at or below 32 degrees all day or when the temperature is forecast to be 98 degrees or over or a heat index of 110 degrees or more during the day.
- 2. Service will be reconnected after the past due balance and service charge is paid.
- 3. All Members whose service has been disconnected for failure to pay shall be subject to pay an additional security deposit in accordance with Policy D-110.

B. Other Reasons For Disconnection or Reconnection

- 1. Service shall be disconnected immediately and without notice for the following reasons:
 - a. Discovery of meter tampering
 - b. Diversion of electric current
 - c. Use of power for unlawful reasons
 - d. Discovery of a condition determined by the Cooperative to be hazardous
 - e. Broken payment arrangements
 - f. Refusal of access to Member's meter, or if access thereto is obstructed or hazardous
 - g. Criminal acts committed against Cooperative personnel or property
 - h. Court order and/or request by emergency services personnel
- 2. Electric service shall be reconnected in the above cases under the following conditions:
 - a. Correction of infraction
 - b. Payment for any unmetered current, if applicable

- c. Payment of service charge
- d. Payment of meter tampering charges
- e. Payment of membership fee and/or deposit amount
- f. Payment of damages to Cooperative property
- g. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions
- 3. Service may be disconnected, but only after written notice and reasonable time to comply with infraction has been allowed for the following reasons:
 - a. For violation of and/or noncompliance with any applicable state or other local laws, regulations, and codes pertaining to electric service.
 - b. For non-compliance with Bylaws, rules and regulations of the Cooperative.
 - c. For use of equipment which adversely affects the Cooperative's service to its other members.
 - d. If applicable, a copy of the written notice will also be sent to the appropriate county inspection office.
 - e. If the infraction is not remedied within the prescribed time frame, service will be disconnected and will only be reconnected after the infraction has been corrected.

C. Returned Checks

- 1. Accounts affected by returned checks will be treated as unpaid and collected accordingly. It will be the responsibility of the affected Member to pay a charge up to the legal limit for the expenses incurred in handling the returned check.
- 2. Upon receiving checks from the bank, the Cooperative will attempt to process the check through the bank one more time. Exceptions to this policy are as outlined below:
 - a. If the check is received on or after the meter reading date.
 - b. If the check is for payment of service charge.
 - c. If the checking account is closed.
 - d. If the check is for payment of the membership fee, security deposit, connection fees, or construction fees.
- 3. After all attempts to process the check have been exhausted, the Member's account will be debited for the amount of the check, plus a charge up to the legal

- limit to defray handling expenses. A Member will not be charged if checks are returned due to bank's error, provided a letter is submitted from the bank.
- 4. The Members are to be notified immediately in writing, advising them of their delinquency and that payment plus service charges must be paid within ten (10) days from date of notice or the service will be disconnected. Service will also be disconnected the day following the disconnect date on the reminder notice if the account balance is not paid.
- 5. Payment made by a check that has been returned does not exempt a Member from paying the late payment charge.
- 6. When the Cooperative has received three (3) returned checks from an individual Member within a twelve-month period, the Cooperative reserves the right to refuse checks as a method of payment on the account.

D. Extension Of Credit

- 1. The Cooperative management may deviate from its policy on disconnection for delinquent accounts only if having knowledge of and in accordance with the following standards:
 - a. When it is determined that enforcement of the policy shall constitute an undue hardship in relation to the amount of the delinquent bill, or that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
 - b. When the Member involved establishes to the satisfaction of the Cooperative that his failure to pay bill has resulted from some mistake on the Cooperative's part; or
 - c. When to disconnect service might pose immediate danger to the Member or other persons due to extreme weather or due to illness or when the household is immediately and directly affected by death.

E. Prior Debts And Security Against Bad Debt

- 1. The Cooperative is not required to furnish service to an applicant who has a prior outstanding debt to the Cooperative.
- 2. Capital credits and deposits are security to offset bad debt.

F. Member Request For Disconnection Of Service

- 1. The Cooperative requests three (3) days notice for timely disconnection of service per Member request.
- 2. Member is held responsible for electricity consumed until the account is disconnected if adequate notice is not given.

G. Levelized Billing

- 1. A Member may be offered the option with the Cooperative's approval to use a payment method, which has the effect of a levelized bill.
- 2. Existing Members who meet the following criteria may apply for levelized billing.
 - a. Applicable for all single family, separately metered, dwelling units.
 - b. The applying Member must have a minimum of thirteen (13) months acceptable credit history from the Cooperative as defined below:
 - i. No disconnections for non-payment
 - ii. No returned checks
 - iii. No cut-off notices processed
- 3. Members who agree to participate in the Cooperative's due date draft plan along with Levelized Billing must meet all above criteria.
- 4. An additional security deposit may be required at any time deemed necessary by the Cooperative.

5. Removal from Levelized Billing

- a. Any Member enrolled in this plan who is disconnected for non-payment or meter tampering will have service reinstated only by making full payment of all amounts due, including any fees and an additional deposit.
- b. If a Member is removed per his request or at the Cooperative's discretion, the Member must requalify over a 13-month period before reinstatement takes place.

H. Billing Errors

1. In the event that the Cooperative bills a Member in excess of the amount actually owed, the Cooperative will refund the excess paid by the Member up to six (6) months from the date the error is discovered.

The Chief Executive Officer has discretion to refund amounts collected in excess of the actual amount owed to the Cooperative for a period up to twenty-four (24) months from the date the error is discovered. The CEO will report refunds to the Board on a monthly basis.

2. In the event that the Cooperative bills a Member less than the amount actually owed, the Cooperative will charge the Member the prior actual amounts up to six (6) months from the date the error is discovered.

The Chief Executive Officer has discretion to bill a Member for a period up to twenty-four (24) months from the date the error is discovered for amounts owed above amounts billed by the Cooperative. The CEO will report billings to the Board on a monthly basis.

I. Senior Plan

- 1. Members who meet the following qualifications may elect to enroll in this plan which allows the Member to avoid payment of a late fee.
 - a. The applicant must be 62 years of age or older or be permanently disabled.
 - b. The account must be in the applicant's name and record service for a primary residence and/or water pump for that residence.
- 2. The Member must sign an application form, which attests to the qualifying requirements.
- 3. All remaining rules and regulations that apply to the payment of the bill will govern.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

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Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009, March 2010, June 2024

Latest Revised Date: October 2025

Dates Reviewed: July 2006, March 2010

POLICY NO. D-290

SUBJECT: BILLING FOR WORK PERFORMED BY THE COOPERATIVE

POLICY STATEMENT

Work performed by cooperative personnel to replace damaged or vandalized equipment shall be billed according to cooperative policy.

PROCEDURE

- A. Whenever work is performed to repair damages to Cooperative plant property and work is performed by the Cooperative for municipalities where the Cooperative is the primary electric supplier as defined in the Territorial Electric Service Act, it shall be billed as follows:
 - 1. Cost of all labor, regular and/or overtime rates, plus employee benefit costs for all personnel performing work directly related to the job being billed.
 - 2. Electric plant materials (plus a 25% handling fee) and equipment costs less applicable salvage value.
 - 3. Transportation and equipment costs at hourly rates established by the Cooperative.
 - 4. If a contract crew performs the work, a construction overhead rate will be billed in addition to actual invoice costs to Tri-County EMC.
 - 5. Applicable consequential damages or losses.
- B. The Cooperative assumes the responsibility for ordinary maintenance of poles and equipment, but replacement of poles, wire, and fixtures caused by vehicle collisions or damage caused by vandalism will be replaced by the Cooperative and billed to the appropriate party. If the appropriate party is a Member, this debt is payable within thirty (30) days, or the debt amount shall be added to the Member's electric bill with the same payment obligation applying.

RESPONSIBILITY

The Chief Executive Officer will be responsible for the overall enforcement of this policy.

SOURCE

Original Date Adopted: September 1974

Dates Revised: February 1996, May 1999, October 2002, February 2004,

July 2004, December 2006, May 2008, September 2008,

January 2009

Latest Revised Date: March 2010

Dates Reviewed: July 2006, March 2010