

**IRWIN
ELECTRIC
MEMBERSHIP
CORPORATION**

**Service Rules
& 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 Irwin Electric Membership Corporation, unless modified by special terms written therein and govern all classes of service. Copies of Service Rules and Regulations, Rate Schedules, Articles of Incorporation, and Bylaws are available for any member at the Cooperative's offices.

These Service Rules and Regulations 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. Members will be notified of significant changes and/or sent revised copies.

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100- Electric Service Availability

101- Application for Membership

Any person, firm, association, corporation, or public body shall sign an application for membership and pay a membership fee together with any service security deposit that may be required by the Cooperative. In this application, the member shall agree to purchase from the Cooperative all central station electric energy provided by Cooperative and used on the premises and to be bound by the Cooperative's Articles of Incorporation, Bylaws and all rules, regulations and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed to the Cooperative.

102-Service Security Deposits

A service security deposit shall be collected in advance of connecting any service with respect to which the Cooperative determines that such deposit is needed to assure payment of the power bill.

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

- Type of service involved
- Risk involved in a new business enterprise
- The reputation of the involved premises
- The credit rating of the consumer
- History of connects, disconnects, and reconnects at the involved premises or for the involved consumer, and
- Any other factor having a realistic bearing on the consumer's financial dependability

However, such deposit shall not ordinarily be more than the consumer's estimated power bill for three 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:

- As provided for in a written contract for service; or

- Upon such other conditions as may be established by the Cooperative with respect to service risks of similar character.

In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amounts the consumer may then owe the Cooperative.

103-Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any consumer's equipment or property 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 Consumer shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

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

200- General Extension Policy

201- Extension Classification - Overhead Services

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

A. Permanent Establishment

1. Full Time Residents

This classification includes all homes whether owned or rented or apartments where members reside full time during each year. Single Phase line extensions will be made to all these establishments and may require some contribution in aid of construction on extensions over private property.

2. Commercial and Industrial Establishments, Public Buildings & Churches

This classification includes any non-seasonal commercial and industrial permanent establishments, schools and churches, requiring single or three phase service. This includes farm related establishments. Extensions will be made to all of these establishments and may require some contribution in aid of construction based on the Cooperative's current policy of line extension charges.

3. Seasonal Service

This classification includes any seasonal establishments such as camp houses, seasonal homes, irrigation pumps, and any seasonal farm related service. Extensions to these services will require a contribution in aid of construction based on the Cooperative's current policy of line extension charges.

4. Temporary Service

Temporary service of 120/240 volts, single phase power will be furnished for construction or other purposes. Overhead services must be located within 75 feet and underground within 5 feet of the Cooperative's existing distribution lines, unless the member expects to take permanent service from the point of extension.

The member applying for temporary service will be required to supply a suitable pole and electrical installation meeting the National Electrical Code, the National Electrical Safety Code, and the Cooperative's office. Entrance poles for temporary service are also available for purchase and installation by the Cooperative. Electricity used for temporary service will be billed under the applicable rate and minimum billing.

5. Security Lights

Service will be extended to serve Cooperative owned security lights for the member up to 150 feet of overhead secondary service and up to 100 feet of underground secondary service. Any additional line extension or any lift pole additions will be paid for by the member.

All Cooperative owned light installations requested by the member shall be paid by the member for a minimum of 12 months. If a member decided for a light to be removed within the 12 month initial period, the member will still be responsible for paying the remaining months of the contract.

202A- 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 an underground service is supplied, the Cooperative and the member will agree and designate the point at which the Cooperative underground lines will be connected to the 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 that the Cooperative obtain a payment in the amount by which the average cost for installing primary underground service

exceeds the average overhead distribution cost, which is standardized on an average cost to provide underground service, terrain, maintenance, operation, set-up time, and other pertinent factors will be considered.

Underground service will be provided at a cost to the member based on the current policy. Underground service to new security light installations will be built providing the member pays the difference in the cost between overhead and underground beyond 100 feet of line extension.

The Cooperative may in certain situations, allow the consumer to provide, in accordance with the Cooperative's specifications, trenching, backfilling, cutting and replacing of pavement, which could reduce the cost associated with the service.

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

202B - UNDERGROUND FACILITIES SCHEDULE

Irwin EMC will provide, upon request and where practical, underground facilities as means of electrical service. Due to the additional expense of underground facilities as opposed to overhead facilities, service charges may be required to meet this additional expense.

1. PERMANENT RESIDENTIAL SERVICES

Irwin EMC will provide all necessary conduit, trenching, and wire for underground services not to exceed 300 feet, at a cost set forth in the schedule of fees. When services exceed 300', an additional charge which is listed in the schedule of fees will then apply for the cost of trenching only. The cost of additional wire will be handled on an individual basis.

2. UNDERGROUND PRIMARY

Irwin EMC will provide underground primary (single phase) in lieu of overhead primary at a cost to be determined on a case by case basis (refer to Notes below).

NOTES ON UNDERGROUND SERVICE

1. Other charges may apply if line construction involves a line extension. See Irwin EMC requirements for line extension. (Section 204)
2. All costs reflect the difference between overhead and underground construction. Irwin EMC reserves the right to alter these costs if circumstances surrounding the construction are other than normal.

3. All costs reflect first time installation. Any change of existing facilities (Ex: Change overhead service to underground service) may require costs above these given installation costs. These cases will be handled on an individual basis.

202C - MEMBER REQUIREMENTS

1. Member shall meet with representatives of the Irwin EMC to plan proposed route of underground facilities. Irwin EMC retains the right to refuse any proposed routes based on sound utility practices.
2. Member is required to agree with final proposed routing of underground facilities.
3. Member shall be required to locate water lines, sewer lines, drain lines, septic tanks, customer owned electrical lines, customer owned lines, and any other customer owned underground facilities that may impede the progress of Irwin EMC utility construction. These aforementioned customer owned facilities shall be located at all possible EMC underground crossings.
4. Irwin EMC shall not be held liable for damage and subsequent repair to any owned facilities that were either not located or were located improperly.
5. During the construction of underground facilities, Irwin EMC will use care in restoring the disturbed ground back level with the surrounding terrain. However, due to conditions such as precipitation, existing terrain, existing soil type, and site elevation, Irwin EMC may not be to return the disturbed ground back to a level surface with surrounding area. In these situations, Irwin EMC will inform the Member of the circumstances. Irwin EMC shall not be liable for damage or repair expense to terrain.
6. All Members requesting underground service are required to read and to the applicable charges for service located in the UNDERGROUND FACILITIES SCHEDULE. All Members requesting underground service are to read and agree to all sections included in the UNDERGROUND FACILITIES SCHEDULE MEMBER REQUIREMENTS. This would include the waiver of Irwin EMC's liability for items mentioned in paragraph #'s 3, 4, and 5.
7. Member shall sign the UNDERGROUND FACILITIES SCHEDULE MEMBER REQUIREMENTS as an agreement to all contents.

203- Facilities Extension Ownership

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

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

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

300- Service Connections, Member Wiring and Member Equipment

301- Service Connections

The wiring and electrical equipment in or upon the premises of the member to the point of service connection must have the approval of the constituted authority of the local government agency, or any other constituted authority, if any; must conform to the requirements of the National Electric Code, these Service Rules and Regulations of the Cooperative and any other lawfully applicable standards before it can be connected to the system.

The location of the service connection shall be determined by an agreement with a representative of the Cooperative and must conform to the Cooperative's Service Rules and Regulations. The member shall provide suitable means of supporting service wires to his building which will provide the minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electrical Code. The Cooperative shall not be required to build without cost to the applicant more service line than is necessary to reach the connection point as agreed to by the Cooperative.

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

The member service requirements are of such nature that a central distribution point be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities. Members shall not install or attach any equipment to Cooperative poles.

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

the Cooperative and shall pay for each additional service connection a deposit refundable upon termination of service.

302- General Wiring Requirements

Each member shall cause all premises receiving electric service pursuant to his membership to become wired in accordance with the requirements of the National Electrical Code and any local ordinances. Meters will not be set on premises not meeting these requirements. Each member shall be responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or improper use of maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no such event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter installation provided for measuring electricity used on such premises.

303- Member Equipment

A. Electric Motors

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

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in the variation of the voltage. The Cooperative shall limit, when necessary, the amount of starting current which may be drawn by a motor. Therefore, in some cases, the motor must have provisions to phase in its starting to reduce these starting currents.

All motors should be provided with devices that will protect the motor against overload and short circuit as defined in the National Electric Code. All three phase motors shall have overload devices on each of the three phase wires to insure proper protection for the motor.

The direction of phase rotation and the continuity of all three phase currents are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change in phase rotation or phase failure, therefore, motors shall be equipped with suitable protection against such reversal or phase failure.

B. Solar/Member Generation

Where auxiliary or breakdown 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. A double throw switch must be used to prevent possible injury to the Cooperative workmen by

making it impossible for power to be fed back into the main line from the emergency generator. Members must comply with Policy 505: Interconnection of Distributed Generation Resources.

C. 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.

D. Computer Equipment & Sensitive Electrical Equipment

The Cooperative cannot provide electrical power of the quality that is free of interruptions or any interference. Protective devices on the Cooperative's lines will cause power to blink during conditions that may be damaging to the lines. It is the member's responsibility to provide his or her own protective equipment or uninterruptible power suppliers for their computers or any other sensitive equipment. The Cooperative is not responsible for any data loss on member's computers.

E. Lightning Damage and Protection

The Cooperative is not responsible for power surges due to lightning or other acts of nature. The member is responsible for installing suitable lightning protection to reduce the possibility of lightning damage. The Cooperative will assist the member in selecting appropriate lightning protection.

F. Member Responsibility for Protective Devices

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

304- Power Factor Corrections

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

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

305- Phase Load Balance

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

400- Member Rate Classification

401- Rate Schedule Availability

The conditions under which each rate is applicable to the requirements for the individual member are plainly set forth in the Cooperative's published rate schedules.

The Cooperative will at any time upon request advise any member as to the best rate if there is a choice available, but the Cooperative does not assume responsibility for the selection of such a rate or for the continuance of the lower annual cost under the rate selected should the volume or character of the service change.

Residential rates apply only to those services to structures in which a person or family resides; however, if the majority of the electrical consumption to the home is also used for seasonal or commercial usage, then another rate may apply. Residential homes may use a seasonal rate if the member so elects to be billed under such rate.

A member having selected a rate adapted to his service may not change to another rate within a 12-month period unless there is a substantial change in the character or conditions of his service. A new member will be given reasonable opportunity to determine the service requirements before definitely selecting the most favorable rate thereof.

A member with a service to an irrigation pump will have the option to select an off-peak rate or Time-of-Use Rate. If the off-peak rate is selected, then the member will agree for the Cooperative to install a load control switch to shut down the member's pump during peak demand hours. The switch installation will be at the Cooperative's expense. However, if functionality requires additional equipment, additional expense will be the sole responsibility of the member. If the member is using an off-peak rate during the June through September and must operate during peak shaving hours, the member may change to a seasonal rate after paying a transfer fee and agreeing to operate under the seasonal rate for 12 consecutive months.

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

500- Metering

501- Electric Meters

All meters shall be installed on an exterior surface as nearly as possible at eye level. Upon receipt of the application for service, a representative of the Cooperative will, upon request, survey the premises to be served and locate the meter in the most convenient and satisfactory location.

Meter pole services can be used where such installation will adequately supply power to the served premises. A meter pole shall be provided by the member in any case where a suitable building for mounting the meter is not available. The Cooperative has assembled meter poles available for members to purchase. The Cooperative will furnish the meter and the meter socket.

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

502- Meter Reading

The Cooperative will collect meter data of all members using automated meter information systems. However, technicians may be dispatched to member premises to verify readings or change meters. The reading cycle will be as close to 30 days as possible, however, some months may vary because of weekends, holidays, and scheduling.

503- Incorrect Reading of Meter

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

504- Failure of Meter to Register Correctly

If a meter fails to register correctly, the member will be billed on an estimated consumption, which will be based on the previous year's average daily usage if available. Consideration will be given on months' immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

505- Meter Tests

The Cooperative will, upon request, test the accuracy of a member's meter. In order to perform such test, the Cooperative requires that the consumer pay the fee which is listed in the Schedule of Fees. The fee will be applied against the cost of the test. If a meter, upon testing, is found to be more than 2 % (plus or minus) in error, the deposit shall be refunded to the member, and the member's bill will be adjusted for not more than three months immediately preceding the test.

600-Accounts and Billing

Voluntary disconnection of service will be allowed for members only. Owners of rental property do not have the right to disconnect any service in which their name does not appear on the account. However, if the member is deceased and a death certificate is provided, the Cooperative has the right to discontinue service.

All members shall be billed monthly. Bills are due and payable upon receipt of the bill by the member. The bill of members will be rendered as follows:

Cycle #1 - 1st Week of the month
Cycle #2 - 2nd Week of the month
Cycle #3 – 3rd Week of the month
Cycle #4 – 4th Week of the month

601- Billing Period and Payment of Bills

After the meter readings have been recorded in the office of the Cooperative, bills for electric service, as per recorded meter readings, shall be mailed to the members. If any bills are not paid on or before the close of business on the member's due date each month, the bill shall become delinquent and a late charge which is listed in the Schedule of Fees, shall be added to the bill. When the due date falls on Saturday, Sunday, or any legal holiday, or in case the office is closed for any other reason, payment of bills will be accepted on the next work day following without a late charge being added to the bill.

A delinquent notice shall be mailed to members who are delinquent and unless payment of the account, plus the late charge, is received within 10 days from the date of the notice, service will be disconnected.

Past due accounts requiring field collection shall obligate the member to pay a collection charge as specified in the Schedule of Fees, Policy No. 501. Unless the past due account is paid in full, plus the field collection charge, the service shall, after notice to the member and after affording him opportunity for hearing, be disconnected unless such a hearing is resolved in the member's favor.

602- Disconnect for Failure to Pay and Reconnection Fee

All members whose service has been disconnected for failure to pay their electric bills in accordance with the provisions of Section 601 shall be required to pay a reconnection fee (see Schedule of Fees, Policy no. 501) prior to reconnection, for reconnects made during regular working hours. Normally, reconnections shall be made only during regular working hours. However, reconnections requested and made during other than regular working hours shall be made only upon the members' agreeing to pay the regular reconnection fee, plus such additional sum as is necessary to reimburse the Cooperative for the overtime labor costs involved.

603- Other Reasons for Disconnection or Reconnection

Service will 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; and/or
- D. Discovery of a condition determined by the Cooperative to be hazardous.

Electric service will be reconnected in the above cases under the following conditions:

- A. Correction of infraction;
- B. Payment of any unmetered current if applicable;
- C. Payment of a penalty plus reconnect fee and surety deposit;
- D. Member must agree to comply with reasonable requirements to protect the Cooperative against further infractions.

A service may be disconnected, but only after notice, and an opportunity for hearing and reasonable time given to comply has been allowed for the following reasons:

- A. For violation of and/or non-compliance with any applicable state or other local laws, regulations and codes pertaining to electric service; and/or
- B. For non-compliance with bylaws, rules and regulations of the Cooperative.

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

Members with evidence of meter tampering or current diversion will be subject to fines and possible prosecution.

604- Extension of Time to Pay Bills

The Cooperative is limited, but may deviate from its policy on cutoffs for delinquent bills only in accordance with the following standards:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill and that an extension to the amount of the bill payment for a fixed time not exceed 14 days past the cutoff day, or arrangement for installment payment of the bill will no unduly impair the Cooperative's ability to effectuate the final collection of the bill; or
- B. When the member involved established to the satisfaction of the Cooperative that his or her 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 the involved bill is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the member or his family; or
- D. When to disconnect the service might post an immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by a death.

Extensions of payment are limited to three per calendar year.

605- Billing Errors and Corrections

Any billing error found by the Cooperative or by the member will be corrected whether the member receives a credit or has to pay the Cooperative. If the specific date is known as to when the error was made or was started, then adjustments will be made back to that date or no more than one year. If the specific date of the error is unknown, then a maximum adjustment of three months will be allowed.

700- Easements, Rights of Access and Cooperative Property

701-Member to Grant Easements to Cooperative if Required

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

Distribution lines in existence for at least one year shall have an automatic easement by prescription.

702- Right of Access

The Cooperative's employees shall have the right of access to the member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative.

800- General Conditions for Cooperative Membership

801- Establishment of Membership Service

1. Service shall be granted to property owners upon completion of the following:

- A. Membership Application
- B. Providing two forms of identification (one with photo)
- C. Review of credit history to determine deposit (See Schedule of Fees)
- D. Payment of deposit and related charges

2. Service shall be granted to renters or tenants upon completion of the following:

- A. Written consent from landlord for approval of connection
- B. Membership Application
- C. Providing two forms of identification (one with photo)
- D. Review of credit history to determine deposit (See Schedule of Fees)
- E. Payment of deposit and related charges

802- Requests for Audits/ Member Services

Any member may request the Cooperative to provide audits of energy usage and consumption. However, those members' requesting such services in rental properties must have written consent from the landlord before audits will be performed.

803- General Conditions for Member Withdrawal

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

- A. The payment of any and all amounts due to the Cooperative and cessation of any non-compliance with his or her membership obligations; all as of the effective date of withdrawal: and either

(1) Removal to other premises nor 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; or

(3) With the prior approval of the Board of Directors resigning his or her membership in favor of another applicant other than his or her spouse or children who shall own or directly occupy or use the same premises to which the Cooperative has furnished service pursuant to the resigning member's membership. (The transfer of membership to a spouse or son or daughter is allowed without Board approval.)

2. Upon such withdrawal, the member shall be entitled to a refund of his or her membership fee of any service connection then held by the Cooperative less any amount owed to the Cooperative.

900- Miscellaneous

901- Work or Repairs Performed by the Cooperative

Work performed by the Cooperative for members will be paid for within 30 days. Any person causing damages to the Cooperative's property will be billed for the repair and will be paid within 30 days.

902- Capital Credits

The Cooperative is a nonprofit organization but is financially required to generate margins. These margins are assigned to each member's account in the form of Capital Credits based on the member's contribution to these margins. Each member's Capital Credits will be refunded when the Cooperative reaches the financial status determined by the Board of Directors that will allow these refunds to be made without any detriment in the Cooperative's financial status. The amount of each member's Capital Credits are on file at the Cooperative's office.

903- Right-of-Way Clearing

In order for the Cooperative to provide its members the best reliable service possible, the distribution lines must be kept clear of trees and brush so that contact will not be made and the lines can be easily accessible. It is important

for the member to be cooperative in allowing trees and brush within 20 feet of each side of the distribution lines to be cleared and for dead or damaged trees outside the normal right-of-way to be removed so possible contact is not made. The Cooperative may require the member to remove trees or limbs close to the member's home or structures that the Cooperative may determine that the risk for property damage is too high and the risk for contact with distribution lines is minimum or nonexistent.