



# GreyStone Power

An Electric Membership Corporation  
HIRAM, GEORGIA

## Service Rules and Regulations

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## ELECTRIC SERVICE AVAILABILITY

### 101. Application for Membership

Any natural person or legal entity (i.e., a corporation) shall, after furnishing identification, submit an application for membership in accordance with GreyStone Power Corporation's (the "Cooperative" or "Co-op") Bylaws and pay a membership fee together with any service security deposit or fee and service establishment/processing fee and/or any contribution in aid of construction that may be required by the Cooperative.

**If an applicant fails to sign or otherwise submit an application for membership, the applicant's payment of the membership fee shall constitute the applicant's affirmative acceptance of all terms and conditions of membership, and the applicant's agreement to be bound by the Cooperative's bylaws, service rules and regulations and rate schedules as they may be adopted or amended.** In this application, consumer shall agree to purchase from the Cooperative all central station power and energy for use on all premises to which electric service has been furnished by the Cooperative, to be bound by the Cooperative's Articles of Incorporation and Bylaws and all rules, regulations, and rate schedules established pursuant thereto, and to pay the applicable minimum monthly bill. A member may have any number of service connections under one membership. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative.

### 102. Service Security Deposits

A service security deposit may be collected in advance of connecting any service when the Cooperative determines that such deposit is needed to ensure payment of the power bill. A residential member may not be required to submit a service security deposit if it is determined that member has an acceptable credit bureau record, or an acceptable credit record with the Cooperative, or a guaranty letter signed by a current member in good standing as deemed acceptable, in the cooperative's sole discretion, or if the member selects Prepaid Metering service. For non-residential members, a surety bond, irrevocable letter of credit, cash or certified funds are acceptable for the deposit. All non-residential accounts are required to have a deposit determined on an individual basis acceptable to the Cooperative. When determining the amount of a service security deposit, the Cooperative will consider the following factors:

- a. Type of service involved.
- b. Risk involved in a new business enterprise.
- c. The credit rating of a consumer.
- d. The square footage of the building and the amount and size of the electrically powered equipment; and
- e. Any other factor having a realistic bearing on the likelihood, or amount of non-payment.

Residential deposits (when required) generally shall not be more than the member's power bills for three months' service based on their average summer rate bills except when the Cooperative determines that a higher amount is necessary due to unusual circumstances. Non-residential deposits shall not be less than 2.5 times the highest estimated monthly power bill, except when service is being furnished on the basis of a written contract (non-residential only) or when the

Cooperative determines that a higher amount is necessary due to some unusual circumstances (non-residential). The residential service security deposit shall be non-interest bearing and shall be refunded, or credited to the member's account, when the member, a natural person, has paid by the due date for service for eighteen (18) consecutive months at said location. Non-residential deposits are not refundable while the account is active. In any event, the service security deposit shall be refunded upon termination of service, less any amounts the member may then owe the Cooperative.

Prepaid Metering accounts shall not require a service security deposit.

## **200**

### **GENERAL EXTENSION POLICY**

#### **201. Residential Services:**

##### **A. Overhead**

1. **Permanent Installations:** Single-phase electric service facilities will be extended to all permanent residences in any location within the service area of the Cooperative upon request by the Owner. An established footage will be extended with no requirement of a contribution-in-aid of construction and at the regularly established rates and minimum charges. If the service to be extended exceeds the established footage, contribution-in-aid of construction will be based on a per foot cost.
2. **Seasonal or Non-permanent Installations:** Single-phase electric service shall be extended to locations considered by the Cooperative to be seasonal or nonpermanent with the member paying a contribution-in-aid of construction for the cost to the Cooperative.
3. **Outdoor Lighting:** Outdoor lighting will be furnished in accordance with the Cooperative's outdoor lighting rate schedules, as they may be modified or replaced from time to time.

##### **B. Underground**

1. **Service Availability:** When underground residential service is requested and required, the Cooperative will install, own, and maintain a single-phase, underground electrical system under the following conditions:
  - a. The physical conditions within the applicable rights-of-way and easements, including, but not limited to topography, geology, soils, and existence of wetlands, are such that the installation, operation or maintenance of the underground electrical conduits and lines and the provision of electrical service thereby will not, in the judgment of the Cooperative, be hazardous, unusually difficult or potentially unreliable; and
  - b. An established footage will be extended with no requirement of a contribution-in-aid of construction and at the regularly established rates and minimum charges. If the service to be extended exceeds the established footage, contribution-in-aid of construction will be based on a

per foot cost. Subject to both prior and subsequent approval by the Cooperative, the Owner may provide trenching and installation of conduit for secondary service to the residence from the Cooperative's point of service.

The terms and conditions for excavation and removal of rock shall be set forth in a separate written contract signed by the parties.

2. Permanent Installations: Underground service for permanent residences will be installed after pre-payment of a contribution-in-aid of construction, if applicable. The Owner of mobile home parks and /or mobile home subdivisions will be responsible for providing and installing Cooperative-approved underground pedestals designed for a minimum 200-ampere service as required at no cost to the Cooperative.
3. Non-Permanent Installations: The Cooperative will obtain a payment in the total amount of the cost to provide underground service. After one year of continuous service and prompt payment by the member who paid such costs [and upon request], the cost that would have been incurred for providing overhead service for a service drop from an existing Cooperative line will be refunded in accordance with Board Policy Number 302, Membership and Service Processing Fees, Deposits, and Miscellaneous Contracts.
4. Underground Outdoor Lighting Service: Underground service to outdoor lighting will be furnished in accordance with the Cooperative's existing "Outdoor Lighting Service" rate schedule, provided the Owner has requested such service prior to the installation of the basic primary installation.
5. Underground Subdivisions: Underground service to Subdivisions will be furnished in accordance with the Cooperative's Electric Distribution System for Residential Subdivision Agreement. An established contribution-in-aid of construction will be required per lot as well as the regularly established rates and minimum charges. Rebates may be offered to incentivize building total electric.

## **202. Commercial/Industrial/Public Facilities:**

### **A. Overhead**

1. Permanent Installations: Single-phase electric service shall be extended to commercial and industrial establishments, schools, public buildings, churches or any other establishments, other than residences, which are of a permanent nature, and which require electric service on a continuous basis without any contribution-in-aid of construction or facilities extension deposit. Multi-phase service will be extended to such facilities up to one span of new construction where existing Cooperative facilities provide sufficient capacity to supply the member's needs. For multi-phase service requiring more than one span of construction the minimum monthly bill will be adjusted to guarantee the Cooperative's return of the investment within a five-year period taking into consideration any allowances for normal system improvement to serve the associated area of development. Secondary voltage supplied shall be at the sole discretion of the Cooperative considering the type of load, available transformers, available primary system, and adjacent loads. It shall be the responsibility of the member to check with the Cooperative for the voltage information before acquiring any equipment.

2. Other: Service extensions of an unusual nature and to applicants for large power installations shall be considered on an individual basis.

## B. Underground

1. Upon request from an Owner, the Cooperative will extend underground service to commercial, industrial, and public facilities upon the Owner or developer agreeing to pay an amount by which the local cost to provide a pad mount underground service system exceeds 2.0 times the estimated annual revenue. Applying Prudent Utility Practices, the Cooperative may apply the ratio to a commercial subdivision as an entity rather than to the individual service points therein.
2. Service Characteristics: The Cooperative will determine the method of providing underground service by the extension of:
  - a. A primary system to a transformer, housing or pad on the member's property.
  - b. A secondary system.
  - c. An underground service from an overhead pole.

Normally, secondary voltages provided shall consist of three-phase 120/208 volts and 277/480 volts and single-phase 120/240 volts; however, it will be the responsibility of the consumer to check with the Cooperative for verification on the voltage before ordering any equipment or other facilities to be served. Requests for three-phase delta service will be given consideration based on facilities available, size of load and good engineering practice.

The number and location of service points will be determined by application of Prudent Utility Practices as defined below and mutual agreement of Cooperative and the Owner, or their representatives.

Each service point shall be metered separately except as otherwise provided in Board Policy Number 311, Resale of Power.

If the Cooperative's preferred method of service is not acceptable to the Owner, the Owner will be required to pay an additional non-refundable contribution-in-aid of construction for the extra cost of providing service by the method Owner prefers over and above the cost of the Cooperative's preferred method, regardless of the cost to revenue ratio.

3. Facilities Provided by Cooperative: The Cooperative will furnish and install the transformers, transformer pad, transformer enclosure, primary cable and terminators, necessary bus, connectors for its conductors (including those for secondary at the transformer), and metering for both single-phase and multi-phase services. The Cooperative will also furnish the secondary service to the single-phase applications excluding any duct requirements.
4. Facilities Provided by the Owner: The Owner will provide all duct and cable for secondary service from the secondary terminals of the transformers to the service entrance equipment on multi-phase services. The Owner shall provide adequate right-of-way with suitable easement for the installation, operation, and maintenance of Cooperative facilities with provision for Owner payment for the cost of any future

relocation of facilities.

### **203. Other Requirements Applicable to Any Underground Line:**

- A. Where, due to rock or other conditions in the soil, the trenching work cannot be accomplished by use of standard trenching equipment within standard time and cost, any excess cost occasioned by such conditions will be borne by the Owner. Where there are other unusual conditions, such as high-water table, which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the Owner.
- B. The Owner will reimburse the Cooperative for the cost of installing and removing any temporary overhead facilities requested by him, the cost of cutting through and replacing pavement on the premises or within the development, and the full cost of any additional construction made necessary to circumvent any existing obstructions at time of the construction.
- C. The Owner will furnish, without cost to the Cooperative, and prior to energizing service, necessary easements and rights-of-way and will be required to initially cut and clear the same. The Owner will be required to have rights-of-way and all streets, alleys, sidewalks, and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.
- D. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the Owner desire changes in either the location or type of construction, such installations will be made only upon the Owner agreeing to pay the Cooperative the estimated additional cost incurred thereby.
- E. The Cooperative shall have the option of placing transformers above ground, on pads of its specification and/or design, or underground, and in enclosures of its specification and/or design, as the Cooperative in its sole discretion may determine to be practicable.
- F. Owner agrees to notify the Cooperative not less than ten (10) business days prior to paving, planting, sodding or otherwise placing permanent improvements in any area in which the Cooperative is to install any part of the underground lines and facilities. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the Owner, and the Owner will hold the Cooperative and its subcontractors harmless against any claims for such damage. It will be the responsibility of the Owner to reseed, re-sod and/or maintain the trench cover at no cost to the Cooperative.
- G. Where an existing underground system is present in a development, underground service will normally be a requirement for additions to the original system consistent with Prudent Utility Practices.
- H. Prior to the commencement of construction by the Cooperative, satisfactory arrangements must be made for payment of contribution-in-aid of construction and other reimbursable costs to be borne by the Owner.
- I. Where local building codes require coordination of utility placement within public right-of-way, it shall be the responsibility of the Owner to assure all compliance with codes are made and enforced before requesting the Cooperative to begin construction.

J. The Cooperative will consider all applicable factors in its cost estimating procedures without limitation for underground and overhead construction, such as anticipated facilities lifespan, maintenance requirements, environmental impact, projected system capacity requirements, right-of-way acquisition and anticipated construction requirements. The Cooperative will use average historical unit construction cost adjusted for current cost trends and current accepted materials. Cost determinations will be as developed from Owner-furnished plat, construction documents and/or if possible, from field developed data. Whenever variances are required by development changes from the anticipated or normal methods or by special Owner requirements, the Cooperative reserves the right for additional cost reimbursement.

#### **204. Temporary Services:**

##### **A. Overhead**

1. Extensions for temporary service (other than building construction) for specified short periods of time shall be served at regular rates with outright contributions by the members equal to the estimated cost prior to construction of the temporary facilities.
2. For temporary service for construction purposes, a non-refundable service charge in an amount to be set by the Board of Directors for each temporary service will be paid by the person requesting such service. Based upon the applicant's credit history, the Cooperative may require the service charge to be paid at the time of application for service or before the temporary service is installed.
3. For temporary service to development-associated construction trailers and/or buildings, a non-refundable service charge of at an amount to be set by the Board of Directors for each temporary service not requiring more than a service drop will be made by person requesting such service.

##### **B. Underground**

Extensions for temporary service will be made as outlined in Section 201(B)(3), with member's facilities being located adjacent to available secondary voltage (either transformer or service lateral).

C. The temporary service pole will be furnished by and remain the property of the Owner.

#### **205. Other Services:**

- A. **Outdoor Lights:** A non-refundable service charge will be required on all new outdoor light installations that are standard LED (or deemed comparable, in the cooperative's sole discretion. Installations other than the standard may require a non-refundable service charge sufficient to recover any costs over and above the standard installations.
- B. On multi-light installations, a five-year contract may be required.
- C. Service Security Deposits and/or contracts for lighting agreements with governmental agencies will be handled on an individual basis.



- D. Loads determined to be of an unusual nature, and which would prove to be financially impracticable either for the Consumer or the Co-op may be dealt with through special contracts and policies.
- E. Other loads and electric service or other conditions not described in these Service Rules and Regulations will be considered on an individual basis, and when determined to be financially infeasible not in accordance with Prudent Utility Practices as defined in section 207, or the cost thereof imposes an inequitable cost on other members, the Cooperative in its sole discretion may, prior to beginning of construction, require the payment of a non-refundable contribution-in-aid of construction in an amount equal to the total cost of providing the necessary facilities.

#### **206. Other Requirements:**

- A. Service attachments will normally be made at the nearest point of a building from existing applicable Cooperative facilities. The Cooperative will assume no responsibility to change the location of its service drop attachment if an improper location is chosen without agreement of the Cooperative. Final determination of attachment point will be the Cooperative's, consistent with Prudent Utility Practices and principles of non-discrimination and fairness.
- B. When it is in the best interest of the Cooperative, contributions-in-aid of construction required herein may be waived only upon the approval of the President/CEO if the anticipated revenue from the load justifies the investment in accordance with Prudent Utility Practices.

#### **207. Definitions:**

“**Owner**” shall mean the owner of the real property where service is sought to be extended, including the owner's representative. If applicable under the circumstances, “**Owner**” shall include the developer except to the extent that the owner of record of real property must grant permission or rights to the Cooperative.

“**Prudent Utility Practices**” shall mean, at a particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric cooperative utility industry prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts, having due regard for, among other things, manufacturers' warranties and requirements of Governmental Authorities of competent jurisdiction and the requirements of the Agreement.

The Cooperative will review the cost structure and contribution-in-aid of construction practices and make adjustments when necessary.

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

### **301. Service Connections**

The wiring and electrical equipment in or upon the premises of the member must have the approval of the duly constituted agency of the local government, or any other lawfully constituted authority, if any, and must conform to the requirements of the National Electric Code, any applicable federal, state or local governmental ordinances, the Service Rules and Regulations of the Cooperative, and any other lawfully applicable standards (as far as determinable) before it can be connected or in some cases reconnected to the system. The location of the service entrance should be determined by agreement with a representative of the Cooperative and must conform to these Service Rules and Regulations. The applicant shall provide suitable means of support for service wires to his building which will provide the minimum ground clearance as provided by the National Electrical Safety Code. Without being reimbursed for its cost, the Cooperative shall not be required to build or extend to the applicant more service line than is necessary to reach the service entrance as determined by the Cooperative. The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond the point of attachment to the applicant's building or central distribution point, except for the meter the Cooperative installed and actively billed surge protection device if applicable, or load management and research devices if applicable.

### **302. General Wiring Requirements**

Each applicant and member shall cause all premises receiving electric service pursuant to his membership to become and remain wired in accordance with the requirements of the National Electrical Code and applicable state and local electrical codes as enforced by local governing officials. Each member shall be responsible for and shall indemnify the Cooperative and any other person against death, injury, loss, or damage resulting from any defect and/or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises except for such equipment as is owned and installed by the Cooperative beyond such point.

### **303. Member Equipment**

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

The Cooperative should always be consulted on motor installations other than motors used in normal home appliances. (Any loss or damage resulting to the Co-op or its facilities resulting from a member's use of a motor(s) upon which the Co-op was not consulted shall be the responsibility of the member).

Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other members. Installation of equipment to correct an adverse condition may be at the member's expense.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation of the voltage supplied to the other members who receive service from the same circuits or transformer. The Cooperative shall limit when necessary, the amount of starting current which may be drawn by a motor.

All motors should be provided with devices that will protect the motor against overload and short circuit as defined in the National Electrical Code. All three-phase motors shall have overload devices on each of the three-phase wires to insure proper protection for the motor. The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change in phase rotation or phase failure; therefore, motors shall be equipped with suitable protection against such change in phase rotation or phase failure.

## B. Electric Generators

1. Back-up "emergency" Generators: Where any auxiliary form of generation or back-up generator or battery is installed by the member to provide emergency power during times of power outages, a double throw switch or other capable device such as an inverter in the case of solar power 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 when there has been an interruption of service. The installation must meet the requirements of the National Electric Code and must conform with any federal, state, or local ordinances and must be inspected by the local governing authority or its agent.
2. Distributed Generation: The cooperative must be notified in advance of any Distributed Generation installations including solar or other forms of "self-supplied" generation in which excess energy will be fed back into the Cooperative's distribution system. The cooperative's Distributed Generation Policy defines Distributed Generation and it along with the Distributed Generation Interconnection Agreement is available on the cooperative's website. A Distributed Generation Interconnection Agreement must be signed by the member and the member must adhere to all stipulations of said agreement and policies of the cooperative regarding distributed generation prior to installation of the Distributed Generation. The installation must meet the requirements of the National Electric Code and must conform or any federal, state, or local ordinances and must be inspected by the local governing authority or its agent prior to connection with the Cooperative's distribution system.

## 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 extended to serve or remain connected to any such equipment that adversely affects the Cooperative's equipment or the service to other members. Installation of equipment to correct an adverse condition shall be at the expense of the member causing such adverse condition. The Cooperative should be consulted before the purchase of the equipment and must be consulted prior to installation of the equipment.

#### D. Consumer Responsibility for Protective Devices

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

#### E. Consumer's Responsibility for Notification of Added Load

It is the member's responsibility to notify the Cooperative of any additional appliances, motors, etc. added at the member's location so that the Cooperative can assure the correct sizing of transformers and other equipment used in providing electricity. (Any loss or damage resulting to the Co-op or its facilities resulting from a member's use of additional appliances, motor(s) or other equipment upon which the Co-op was not consulted shall be the responsibility of the member.)

### **304. Power Factor Corrections**

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Underloaded motors contribute largely to the creation of a low power factor unfavorable to both the Cooperative and the member. Where the overall power factor of the member's load is unfavorable, the Cooperative will consult with the member and may require the member to install, at the member's expense, equipment to correct or improve the power factor. The Cooperative reserves the right to measure the power factor at any time at any member location.

### **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**

### **CONSUMER RATE CLASSIFICATION**

#### **401. Rate Schedule Availability**

When two or more rates are available for certain classes of service, the conditions under which each is applicable to the requirements for the individual member are plainly set forth in the Cooperative's published rate schedules. The choice of such rate lies with the member. The Cooperative will, upon request, advise any member as to the rate best adapted to existing or anticipated service requirements as defined by the member, but the Cooperative does not assume responsibility for the selection of such a rate or for the continuance of the lower annual cost under the rate selected. 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 their service. A new member will be given reasonable opportunity to determine their service requirements before selecting the desired rate. A Residential Member shall be defined as a dwelling unit suitable for year-round family occupancy containing full kitchen facilities. It shall be occupied by the Owner or shall be the principal place of residence of the occupant or shall be leased by the occupant for a period of one month or more. A separate

point of service may be placed on the residential rate when it is determined to be at the same location as the primary, permanent, single-family residence and used exclusively for personal rather than business use. Specifically excluded from this category are dwelling units licensed as rooming houses, hotels, motels, nursing homes, or for other commercial uses. The cooperative reserves the right to classify any location as non-residential if a substantial portion of the monthly consumption is determined to be for business/commercial or other non-typical residential purposes.

#### **402. Filing of Rate Schedules**

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission and will be provided on the cooperative's website or by contacting the headquarters of the Cooperative.

## **500**

### **METERING**

#### **501. Electric Meters**

All meters used to register members' electricity consumption will be owned and supplied by the Cooperative. All meter bases shall be installed on an exterior surface in a location readily accessible to Co-op personnel at 4-6 feet above ground level. Following application for service, a member should if uncertain make request and a representative of the Cooperative will survey the premises to be served and locate the meter center in the most convenient and satisfactory location. Central meter pole service may be provided upon request where such installations may be necessary to 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. All meters shall be placed between point of attachment and all switches and fuses unless otherwise agreed to by the Cooperative.

#### **502. Meter Reading and/or Access**

All meters are read at least monthly by the Cooperative or its independent contractor and must be accessed for maintenance or verification purposes from time to time. If a meter is not readily accessible to Cooperative personnel or contractors, after notice from the Co-op, the member has the option to:

- (1) change the location of the meter to a readily accessible location at the member's expense or
- (2) schedule an appointment with the Cooperative personnel or contractors to access the meter, with the member being charged the cost for such service. Mechanical rooms that must be kept locked must have an outside door and the Cooperative must be provided with a key. "Readily accessible" shall include access to premises safely and without interference from hostile dogs or any other source of unreasonable danger.

### **503. Incorrect Reading of Meter**

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, charges recalculated as nearly as possible to reflect the correct usage. Thereafter, a corrected bill or credit rendered for the recalculated usage up to a maximum of the period allowed by law shall be sent to the member and the member shall be liable for any such additional charges.

### **504. Failure of Meter to Register Correctly**

If a meter fails to register correctly, the member's bill will be adjusted for the estimated consumption, which will be based on the previous usage of the member, for the period allowed by law. Consideration will be given to consumption in months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts.

### **505. Meter Tests**

The Cooperative will, upon request, test the accuracy of a member's meter. If the meter, upon testing, is found to be less than 2 percent (plus or minus) in error, a charge in accordance with current policy will be assessed to the member to be applied against the cost of the test. If the meter, upon testing, is found to be more than 2 percent (plus or minus) in error and no evidence of tampering is found, there will be no charge and the member's bill may be adjusted. All meters removed from service will be tested prior to reinstallation.

## **600**

### **BILLING**

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

All members, except Prepaid Metering accounts, shall be billed monthly, and bills are due and payable when rendered. The bill shall be considered past due if payment is not received by the posted due date on the bill. Payment not received from one month's billing will be shown as a past due amount on the next month's bill. When a payment has not been received by the disconnect due date shown on the bill, the service may be disconnected at any time. Additional service charges as outlined below (in 602) may be billed. Payments of bills must be timely received by the Cooperative to avoid late charges or possible collection activity.

#### **602. Disconnect for Failure to Pay and Reconnection Fee**

Payment of any past due amounts must be received by the specified date or service will be subject to disconnection at any time. When past due accounts require collection, disconnect, or reconnect during normal working hours, service charges may be levied against the member's account in accordance with current policy.

Reconnects made outside of regular working hours may be granted when practical and may incur an additional charge in an amount approved by the Board of Directors. In cases where

electric service has been disconnected for non-payment, in the field reconnects will not be allowed between 9 p.m. and 8 a.m. except in cases where the disconnect was made in error. For reconnection to take place by 9:00 p.m., payment must be submitted and confirmed, or other suitable arrangements made, by 7:30 p.m.

Additional service security deposits may be required on accounts disconnected for non-payment to bring the amount of the member's security deposit up to the maximum of the estimated power bill for three (3) months' service. The service and overtime charge(s) and any applicable consumer deposit will be collected from the member along with the overdue amount plus late charges and any other applicable fees and/or lawful interest before reconnection and reinstatement of the account.

If a member billed on the Cooperative's demand rate disconnects service, then subsequently requests reconnection of that service within fifteen (15) months of the date of disconnect, and it is determined that member has contributed to the Co-op's summer peak demand, member may be required to pay the Cooperative, prior to the reconnection of service, a service charge equal to the monthly minimum bills that would have been assessed had service not been disconnected.

### **603. Other Reasons for Disconnection or Reconnection**

Service may be disconnected immediately and without notice for various reasons including, but not limited to the discovery of evidence indicating:

- A. Meter tampering.
- B. Diversion of electric current.
- C. Use of power for unlawful reasons.
- D. A Condition determined by the Cooperative and/or government officials to be hazardous.
- E. Service being provided to a non-member.
- F. Returned or dishonored payments.
- G. Any fraudulent activity.

Electric service will be reconnected in the above cases only after member has fulfilled one or all of the following conditions:

- A. Correction of infraction(s).
- B. Payment of any unmetered current, if applicable.
- C. Payment of any reconnection and/or investigative fees, plus any additional service security deposits as may be required to bring the amount of the member's security deposit up to the maximum of the estimated summer rate power bill for three months' service.

D. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions.

E. Satisfactory payment in the amount due including additional charges.

F. Member must also obtain any required electrical inspections from the county/ municipality before reconnection.

Service may be disconnected upon notice (which may be written, oral or electronic) and a reasonable opportunity to comply for the following reasons:

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

B. For non-compliance with any other Bylaws, rate schedules, or the Service Rules and Regulations of the Cooperative.

Electric service disconnected for the above reasons will be reconnected upon correction of infractions/ violations under the same conditions as if consumer had requested disconnection. If applicable, the member must also obtain any required electrical inspection by the county/ municipality before reconnection.

#### **604. Payment Arrangements**

The Cooperative may deviate from its policy on cut-offs for delinquent bills only in accordance with the following standards for conventionally billed (Post-Paid) accounts:

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 the payment arrangement will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or

B. When the member involved establishes to the satisfaction of the Cooperative that his failure to pay the bill has resulted from some mistake on the Cooperative's part or some mistake for which the member was not responsible; or

C. When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by a death.

#### **605. Bad Debts**

Every reasonable attempt will be made to collect from members amounts which are left on inactive accounts after the membership fees and member deposits have been applied. After such time that an account's debt is deemed to be uncollectible, the Cooperative may refer the account's debt to a collection agency and the unpaid debt may be reflected on the member's credit report. When an account is determined to be uncollectible, the Cooperative will charge the account a collection service fee as established by the Board. Any unpaid amounts remaining on accounts shall be deducted from any capital credit retirements made on such accounts from time to time. The collection service fee, together with any service security deposit, service establishment/ connection fee, facilities extension deposit, or contribution in aid of construction



that may be required by the Cooperative shall be charged at time of collection. Members whose memberships have been terminated leaving an amount due and who apply for reinstatement will be required to pay the amount remaining in the inactive account, plus the collection service fee, whichever was charged when the account was determined to be uncollectible. In the event legal action of an outside agency is required to collect an outstanding balance, all legal and other fees will be added to the debt and will be the responsibility of the member.

## **606. Prepaid Metering**

The applicable rate will be applied to prepaid metering accounts with the service charge prorated daily. No collection, disconnect or reconnect service charges shall apply. For new members, the following must be paid before establishing Prepaid Metering service: a membership fee, service processing fee, costs for other services, and a minimum amount for daily usage and fees (as established by the Cooperative). Members must pay the applicable minimum payment amounts (as established by the Cooperative) in order to (re)establish service.

Monthly bills will not be rendered or mailed to members. When a member's prepaid credit balance reaches zero, a Prepaid Metering account is subject to automatic and immediate interruption. If a Prepaid Metering account is disconnected, all outstanding charges (including usage charges incurred between the zero balance and actual disconnection) must be satisfied, and the minimum dollar amount of prepaid electric service (as established by the Cooperative) must be met to reinstitute service.

Members with Prepaid Metering accounts agree and consent to receive notices regarding billing, account balances and disconnection electronically via the method(s) chosen by the member, from the following options: e-mail and/or cell phone text message. Each member is responsible for providing correct phone numbers and e-mail addresses, and for notifying the Cooperative in advance with any change in contact methods. Prepaid metering account balances and payment access are available on the Co-op's website at [www.greystonepower.com](http://www.greystonepower.com).

## **700**

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

#### **701. Member to Grant Easements to Cooperative if Required**

The member being advised and acknowledging that the Co-op is a non-profit organization, as a condition of membership, each member upon being requested by the Cooperative shall execute and deliver to the Cooperative, without charge, easements of right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to the member or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.

## **702. Right of Access**

The Cooperative's identified agents, employees, and independent contractors shall have the right of access to member's premises at all reasonable times for the purpose of reading meters, right-of-way maintenance, testing, inspecting, repairing, removing, maintaining, or exchanging any or all equipment and facilities which are the property of the Cooperative. All Cooperative employees are required to carry proper identification and all vehicles and equipment will be properly marked.

## **800**

### **GENERAL CONDITIONS FOR MEMBER WITHDRAWAL**

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

Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership obligations; all as of the effective date of withdrawal; and either:

1. Moving to other premises not furnished service by the Cooperative; or
2. Except when the Board of Directors specifically waives such condition, abandons totally and permanently the use of 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 approval of the Board of Directors) resigning his membership in favor of another applicant who shall own or directly occupy or use all premises to which the Cooperative has furnished service pursuant to the resigning member's membership.

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

C. Capital Credits being paid by the Co-op, upon the member withdrawing from membership, for whatever reason, it shall be the member's sole responsibility to keep the Co-op advised of a current address for the subsequent payment to the former member of any accrued Capital Credits. Failure of the member to so advise the Co-op shall entitle the Co-op to apply such capital credits in any manner permitted by law upon showing that the Capital Credits were mailed to the member at the member's last known address and the same was returned by the post office unclaimed, for whatever reason.

### **Statement of Nondiscrimination**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on

race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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