

**G R A D Y**  
**E.M.C.**

**CONSUMER POLICIES**

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DIRECTORY  
CONSUMER POLICIES

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Grady E.M.C.  
Policy No. 20.000

#### COOPERATIVE RESPONSIBILITY

GRADY ELECTRIC MEMBERSHIP CORPORATION accepts a total utility responsibility to supply to all ultimate consumers, present and prospective, large and small, throughout the area it assumes to serve, an abundance of low cost power at the highest practical level of service, in a secure arrangement consistent with sound business principles. The right to serve an area can be preserved only to the extent that this responsibility is fulfilled.

Unless, and until, the COOPERATIVE receives its power supply from facilities, including generation, which, individually or jointly with one or more other electric suppliers, are owned, controlled and operated by the COOPERATIVE itself, power supply from a company or any other agency must be treated as a short-term alternative arrangement. Only so long as supply from a company or some other agency is a necessary alternative, should such an arrangement be accepted. The COOPERATIVE must not, therefore, become so dependent upon such an alternative arrangement as to abdicate its aforesaid long range continuing responsibility and to allow a company or some other agency to assume it.

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Policy No. 20.000 (Con'd)

If the determination of whether, and to what degree, a company or some other agency should furnish a transmission line or power supply required by the COOPERATIVE in serving its area is based solely upon consideration of the practical effect upon the immediate cost of delivered power, including the cost of capital financing, such determination will be inconsistent with this continuing responsibility of the COOPERATIVE.

The COOPERATIVE management and its engineers shall keep the foregoing principles clearly in mind in studying the COOPERATIVE'S long-range requirements for power supply and related facilities, and in planning to meet those requirements. Offers of companies or other agencies to substitute or prolong their own supply and/or facilities for those deemed vital by the COOPERATIVE in support of these principles should be rejected unless the COOPERATIVE'S other alternatives, in the circumstances then existing, are infeasible in the COOPERATIVE'S long range financial forecasting. Moreover, if debt capital is desirable but unavailable to effectuate such plans, the COOPERATIVE shall endeavor to finance them from its own general funds unless such is financially infeasible or is otherwise precluded.

Grady E.M.C.  
Policy No. 20.010

#### GENERAL

1. Office of the System.

The office of the system shall be located at 1499 38th Blvd. N. W., Cairo, Grady County, Georgia.

2. No Prejudice of Rights.

The failure of the Cooperative to enforce any of the terms of these regulations shall not be deemed as a waiver of the right to do so.

3. Rate Charges Due to Improper Rate.

The Cooperative, as the result of an investigation, made at the consumer's request, or by routine inspection, shall change the billing to the proper rate retroactive for a period of not more than three months.

4. Allocation of Payment.

Regardless of treatment given a payment for services by the Cooperative in its accounting procedures, all payments received by the Cooperative from a consumer having more than one account, or more than one connection, will be applied to the smaller accounts first, with the balance available for payment being applied to the larger, or main account, last.

5. Assignment.

Subject to the Consumer Policies, all contracts made by the Cooperative shall be binding upon, and oblige, and inure to the benefit of the successors and assigns, heirs, executors and administrators of the parties thereto.

6. Business Hours.

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Policy No. 20.010 (Con'd)

The Regular Business Hours shall be from 8:00 A.M. until 5:00 P.M. for the office, and 7:30 A.M. until 4:30 P.M. for the outside, Monday through Friday, exclusive of Co-op recognized Holidays.

7. Codes.

GRADY E.M.C. abides by the National Electrical Code and the National Electrical Safety Code, latest edition published.

8. Consumer Responsibility for Construction

The consumer is responsible for identifying and locating any underground facilities belonging to them. Should the consumer fail to identify and locate such facilities and the Co-op subsequently damages or destroys said facilities; then, the responsibility for repair will be the consumer's, and the Co-op will not be liable in any way.

9. Statement of Non Discrimination

"In accordance with Federal Law and U. S. Department of Agriculture Policy, Grady EMC is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs).

To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/Complaintfilingcust.html>, or at any USDA Office, or call (866) 632-9992 to request the form. A letter may also be written containing all of the information requested in the form. Send a completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence 47442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider and employer."

Grady E.M.C.  
Policy No. 20.020

#### MEMBERSHIP FEE

1. Membership Fee.

A membership fee shall entitle a person to become a member of GRADY E.M.C. The payment of this fee shall make the member eligible for one service connection.

2. Refund of Membership Fee.

The membership fee will be refunded upon payment of all indebtedness under any of the rate schedules or construction agreements or any other indebtedness to the COOPERATIVE.

3. Interest on Membership Fee.

No interest in any form will be allowed on membership fees placed with the Cooperative.

Grady E.M.C.  
Policy No. 20.030

#### APPLICATION FOR MEMBERSHIP

##### 1. Application for Membership.

GRADY ELECTRIC MEMBERSHIP CORPORATION requires each prospective member to sign an application entitled "Application for Membership". The applicant is bound by the terms and conditions of the application and by the Charter and By-Laws of the Cooperative.

##### 2. Special Contracts

Five year contracts shall be required on all three phase and/or seasonal loads when originally connected. After the expiration of the original five year contract, seasonal loads may be required to sign a one year contract. If large or special investment is necessary for the supply of service, contracts of longer term, or with special guarantee of revenue, or both, may be required to safeguard such investments.

##### 3. Acceptance.

This application, or contract, when accepted by the directors or authorized representatives of the Cooperative, shall constitute the contract between the consumer and the Cooperative, and no agent has power to modify, alter, or waive any of its conditions.



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Policy No. 20.030 (con'd)

4. Contents of Contract.

The Application or Contract shall contain:

- (a) A description of the premises to be served, whether applicant is owner, agent, or tenant of the premises.
- (b) The amount of the membership fee.
- (c) The amount of the deposit.
- (d) The monthly minimum bill.
- (e) Term of service and/or contract.
- (f) Payment information.

5. Access to Premises.

Duly authorized representatives of the Co-op shall have the right of ingress to and egress from the premises of the consumer at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, inspecting the consumer installations and for the purpose of removing its property upon the termination of its contract, or in discontinuance of service, from whatever the cause.

6. Service Connections.

Service connections will not be made until the wiring of the premises has been completed in accordance with the Cooperative's standard requirements. The Cooperative is not responsible for any defect in the wiring or devices on the consumer's premises.

Grady E.M.C.  
Policy No. 20.030 (Con'd)

7. Notice of Service Connection.

The consumer shall give the Cooperative a notice of two weeks for service connection.

8. Expiration of Contract.

The consumer may request that service be discontinued at the expiration of the five-year contract, or at anytime during the period of the contract. If request is made for disconnection of service prior to the end of the contract period, the balance for the contract period, or the cost of retirement of service, whichever is smaller, shall become due.

9. Cancellation of Contract.

The contract may be canceled by the Cooperative for services destroyed by fire, or other causes beyond the control of the consumer.

10. Failure to Connect.

Should the applicant for new service fail to connect within 90 days after completion of NEW construction, the Co-op may bill the consumer for the cost of labor, equipment, non reusable material and overhead (I.e. all cost less material that is reusable) for construction and retirement of all work done solely to accommodate the new service requested.

Grady E.M.C.  
Policy No. 20.040

#### CLASSIFICATION OF CONSUMERS

1. For the purpose of determining the applicable rate schedule, service will be classified in accordance with the nature of the load served.

#### Classification of Services:

- 1) Rate 1: Single phase, General Service.
- 2) Rate 2: Three phase under 50 KW load.
  - a) Non-Interruptible.
  - b) Interruptible.
- 3) Rate 3: Three phase 50 KW load and over.
- 4) Rate 4: Three phase 50 KW load and over, interruptible.
- 5) Rate LP-1: Three phase over 900 KW connected load.
- 6) Outdoor Lighting: On Co-op side of meter.
- 7) Rate NM-1: Distributed Generation Net Metering Rate

Any other rates approved by the Board of Directors as needed.

Grady E.M.C.  
Policy No. 20.050

## CONSUMER DEPOSITS

### 1. Deposits.

The deposit, shall, in part, secure the indebtedness of the consumer at the time of disconnection of service, and shall remain on the books of the Cooperative until termination of service. At termination of service, the deposit will be applied to the unpaid balance of any outstanding bill, and the balance, if any, will be refunded to the consumer.

A deposit not to exceed two months average bill may be charged to any consumer, existing or new, failing to meet the credit requirements of the Co-op, as determined through the local credit bureau or the utility exchange, or delinquent for two months out of a three month period. The delinquency may be from worthless checks or non payment.

### 2. Determination of Deposit.

The basis for the determination of the amount of deposit shall be the most recent twelve month period. If any consumer shall be connected for a shorter period than twelve months, the determination shall be based on their total tenure of service, or the previous average bill at the location.

Should a new consumer require a deposit based on the credit rating of the new consumer at the time of application, the deposit shall be based on the calculated amount of the expected bill.

Grady E.M.C.  
Policy No. 20.050 (Con'd)

3. Forfeiture of Deposits.

If a new primary line is built to serve any future load and never put in service, any deposit will be forfeited.

The deposit on a contract, wherein the contract is not fulfilled, shall be forfeited and applied to the balance of the contract.

4. Interest on Deposits.

No interest in any form will be allowed on deposits placed with the Cooperative.

Grady E.M.C.  
Policy No. 20.060

## CONSUMERS WIRING AND EQUIPMENT

### 1. Point of Delivery.

The consumer will communicate with the Cooperative giving the exact location of the premises and the details of all current consuming devices which are to be installed. Upon receipt of such information, the Cooperative will designate a Point of Delivery at which service connections will terminate and near which the consumer will provide, free of expense to the cooperative, a suitable place, satisfactory to the Cooperative, for the transformer(s), meter(s), or other equipment of the Cooperative which may be necessary for the fulfillment of such contracts as consumer may enter with the Cooperative.

### 2. Installation.

The consumer's service entrance equipment and all wiring shall be installed in accordance with instructions of the Cooperative and shall be subject to inspection and approval of the Cooperative.

Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated, or approved, by the Cooperative, at which point the wiring must extend at least three (3) feet for attachment to the cooperative's service supply lines.

The Cooperative may refuse to make connections to a consumer or continue service when, in its judgment, such installations are hazardous or not acceptable under the National Electrical Code.

Grady E.M.C.  
Policy No. 20.060 (Con'd)

3. Limit of Responsibility.

The Cooperative will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not install or maintain any lines, equipment, or apparatus, unless specifically provided for in schedules or agreements, except for meters and meter accessories, beyond the Point of Delivery.

4. Nature of Service.

The Cooperative's undertaking extends only to the supplying of service at the Point of Delivery. The consumer is warned of the risk of damage to property, and the possibility of fire or personal injury, resulting from improper wiring, manner of attachment, or use and maintenance of electric appliances, fixtures and apparatus, and is advised to allow no one except experienced and capable electricians to install or make any changes, alterations, additions or repairs to any part of the consumer's installation, and shall assume all liabilities therewith as covered in 5 below.

5. Consumer's Liability.

The consumer assumes full responsibility for the current upon consumer's premises at, and from, the Point of Delivery, and for the wires, apparatus, devices and appurtenances thereon used in connection with the service. The consumer shall indemnify, save harmless and defend the Co-op against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner, directly or indirectly involved from, connected with, or growing out of the transmission or use of current by the consumer at or on the consumer's side of the Point of Delivery.

Grady E.M.C.  
Policy No. 20.060 (Con'd)

6. Tampering with Wiring or Equipment.

The consumer shall protect the equipment of the Cooperative on his premises and shall not interfere with, alter, or permit interference with, or alterations of, Cooperative's meters or other property except by duly authorized representatives of the Cooperative.

If the meters or other property belonging to the Cooperative are tampered with, the consumer being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service rendered but not registered on the Cooperative's meter, and for such replacements and repairs as are necessary, as well as for cost of inspection, investigation and protective installations.

Upon discovery of tampering, there will be a charge for the first offense, an additional charge for each subsequent offense, and possible criminal prosecution. In addition, a charge will be made for any current used, or estimated to have been used, which was not registered by the Co-op's meter.

If work needs to be performed such that the meter needs to be removed, the Co-op should be called for instructions before proceeding.

(See Policy No. 20.170, Part 1, Unauthorized Connection)



Grady E.M.C.  
Policy No. 20.070

## CONTINUITY OF SERVICE

### 1. Regularity of Supply

The Cooperative will use reasonable diligence to provide and maintain uninterrupted service, but in case of cessation, deficiency, variation in voltage, or any other failure or reversal of the service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of court or other acts reasonably beyond the control of the Cooperative, it shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

### 2. Service Interruption

The consumer shall give immediate notice to the office of the Cooperative of any interruption, irregularity or unsatisfactory service and of any defects known to the consumer. The consumer may report such service interruption to the Cooperative by telephone call. The Cooperative may, at any time it deems necessary, suspend the supply of electrical energy to any consumer or consumers for the purpose of making repairs, changes or improvements, upon any part of the system. The Cooperative shall make every effort to furnish reasonable notice of such discontinuance to consumers, where practicable.

Grady E.M.C.  
Policy No. 20.080

#### AREA COVERAGE

1. Area Coverage.

Central station service shall be made available to all permanent residences located within the service area of the Cooperative at established rates and charges.

In addition, it shall be made available to commercial, three phase, special, and/or seasonal loads on a case by case basis.

2. Rates, Terms and Conditions.

The Cooperative's distribution system will be extended to supply new consumers who elect to take service under the rates of the Cooperative and the terms and conditions of its Line Extension Policy.

Grady E.M.C.  
Policy No. 20.090

#### LINE EXTENSIONS

##### 1. New Permanent Service

The Co-op will construct new primary or secondary line, overhead or underground, as part of a new line extension to serve a new permanent service.

If the new construction cost is more than the credit earned to reach the Point of Delivery, a contribution-in-aid of construction, excess facilities charge, or both, may be required.

To calculate the contribution-in-aid required for each new permanent service:

First, determine the TOTAL COST to serve the new load, which includes all new construction required. The TOTAL COST of construction will include, but not necessarily limited to, transformers, ROW, service wires and meters, labor, transportation and overhead. Labor and equipment cost may be the Co-op's current contractor labor cost and current Co-op material prices, if the co-op chooses to use those instead of its own cost.

Second, determine the credit to be earned. Each NEW permanent service earns a credit, which is 2.5 times the anticipated annual revenue of the new, permanent, non-interrupted load. For a new irrigation service, the credit may be calculated on a per-horsepower basis. Any excess of Total Cost over Credit Earned is the Contribution-in-aid which the consumer may be required to pay.

Grady E.M.C.  
Policy No. 20.090 (Con'd)

All the time spent meeting with the consumer, determining the required construction, acquiring right-of-way and other actions necessary to construct a new service are costly to the Co-op. If, after the initial staking has been completed, and the consumer desires to make changes, or not have the work performed, the customer shall reimburse the Co-op for all its out-of-pocket costs, including, but not limited to, labor, overhead, transportation, etc.

## 2. Non-Permanent Service

Underground line extensions will not be built to non-permanent structures, non-permanent being defined as any structure not being taxed as part of the real estate, unless the TOTAL COST is paid by the consumer. (Mobile Homes not permanently affixed to the real estate are not permanent structures)

## 3. Underground Right-of-Way

If the path required to reach the desired meter location is blocked by other underground services, such as water, telephone, sewer, etc., the consumer may be required to ditch the path, and install the proper conduit, all of which will be inspected and approved by the Co-op prior to cover-up. Additionally, if the location being served is prone to erosion (hillside, etc), the consumer may be required to trench and install conduit as above. The construction will include all backfill and restoration work necessary, and must be completed to the mutual satisfaction of all the parties.

Grady E.M.C.  
Policy No. 20.090 (Con'd)

#### 4. Subdivisions

Primary lines will be provided in residential subdivisions, either overhead or underground. However, a contribution-in-aid of the TOTAL COST of construction must be paid in advance of any construction.

All construction in a subdivision, if underground, shall be in the appropriate sized conduit, the cost of which is included in the TOTAL COST calculation of construction cost.

#### 5. Temporary Services.

A temporary service is a 120/240 Volt temporary service pole and outlet for building purposes. The pole, breaker boxes, etc. are furnished by the consumer, and must meet all local and state electrical codes. These services are billed under Rate 1, for Single Phase Service, and may require a service charge.

#### 6. Payment of Consumer Portion.

All consumer "contributions-in-aid of construction" are to be paid prior to commencement of construction.

Grady E.M.C.  
Policy No. 20.091

#### LINE CHANGES

1. Change or Relocation of Poles or  
Lines, Overhead or Underground.

Should a consumer, or other entity, desire to have an existing pole or line, overhead or underground, moved, changed or relocated, primary and/or secondary, the request shall be in writing, accompanied by a processing fee, including a statement that the person requesting the relocation agrees to pay for ALL expenses (labor, overhead, equipment, any additional material cost) incurred by the Co-op in doing the requested work, as well as furnish any additional right-of-way, should any be required. The processing fee will be applied against the total cost if the work is done, otherwise forfeited. Said work will be done at the convenience of the Co-op.

Should a consumer request that a line be retired, a new line, substantially the same as the old line, will not be built at a similar location within 36 months, without the cost being paid as though the line had been requested to be relocated.

The Co-op will relocate power lines as may be requested by any Governmental Authority within its service area, provided that the Governmental Authority agrees to reimburse the Co-op for the cost of labor and overhead necessitated by the relocation of the lines, and that the Governmental Authority making the request shall acquire any additional right-of-way for the Co-op that may be required on which the pole lines are to be relocated.

2. Payment of Consumer Portion.

See Section 4 of Line Extension Policy, Number 20.090.

Grady E.M.C.  
Policy No. 20.100

#### RIGHT-OF-WAY

##### 1. Terms and Rentals.

When the premises of a consumer are so located that he can be served only from facilities extending over the property of another, the consumer shall accept service under such terms as provided in the Line Extension Policy. The consumer shall reimburse the Cooperative for any and all special or rental charges that may be incurred for such rights-of-way.

##### 2. Delays.

Application for service for an extension to be constructed, where the Cooperative does not have a right-of-way easement, will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

##### 3. URLAP.

All right-of-way will be acquired in conformance with the Uniform Relocation and Real Property Acquisition Act, as listed under 49 CFR Part 24.

##### 4. Maintenance.

The Cooperative maintains its' rights-of-way, through tree trimming and/or removal and mechanical and/or chemical underbrush mowing. This work is done on an ongoing basis. The Co-op maintains up to a 30 foot R-O-W on all lines. The member will cooperate with Co-op personnel in the maintenance of the R-O-W.

Grady E.M.C.  
Policy No. 20.110

## METERS

### 1. Location of Meter.

The Co-op has the final say in determining the location of the meter. The location will be the closest point of service from an existing source. Should the consumer wish the meter to be located elsewhere, any additional cost to accomplish this will be the responsibility of the consumer.

Commercial and Industrial extensions (normally CT metered), where underground is requested, the consumer is to furnish the necessary wire, conduit, etc. from the transformer to the switch.

### 2. Type of Meter.

#### a) Self Contained Meters.

The Co-op will normally furnish a single, self contained, meter at the Point of Delivery to the consumer's premises.

#### b) Current Transformer Meters.

C. T. Metering may be located at a point other than at the Point of Delivery.

### 3. Meter Tests.

The Cooperative will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy. The



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Policy No. 20.110 (Con'd)

Cooperative will make additional tests or inspections of its meters at the request of a consumer, but reserves the right to charge a fee to cover the expense involved when such tests show the meter to be correct within two percent (2%).

### 3. Non-Registration of Meter.

When a meter fails to correctly register the amount of electricity consumed during any period, the amount of the bill will be estimated by averaging the amount for the three month period immediately preceding and subsequent to such defective registration, or any three month period of normal usage, with consideration being given to season of year or other prevailing conditions.

### 4. Special Measurement.

The Cooperative shall have the right, at its option and at its expense, to place special meters or instruments on the premises of the consumer for the purpose of special tests of all or any part of the consumer's load.

Grady E.M.C.  
Policy No. 20.120

#### BILLING PERIODS

1. Regular Service.

Bills for regular service will be rendered monthly. Cycle billing is used by the Cooperative wherein designated cycles will be billed daily.

2. Special Service.

Bills for special or short term service, including the cost of connection and disconnection, may be rendered at the discretion of the Cooperative, and shall be payable on demand. All bills for regular service are payable monthly during business hours at the office of the Cooperative, or at such places as may be designated by the Cooperative.

3. Service Calls.

Bills for service calls are payable on demand and may be rendered at the discretion of the Cooperative. There is a charge for a service call during Regular Business Hours, and an additional charge for after Hours.

4. Final Billing For Service Destroyed  
By Fire Or Other Causes Beyond The Control  
Of The Consumer.

The final billing for service that has been destroyed by fire, or other causes beyond the control of the consumer, shall be determined by averaging the billings for the three (3) month period immediately preceding the last billing prior to the destruction, or any three month period of normal usage, with consideration being given to the season of year, or other prevailing conditions.

Grady E.M.C.  
Policy No. 20.130

#### PAYMENT PERIOD

1. Regular Service.

The consumer shall pay the bill for electric energy within the ten (10) day period before the due date.

2. Late Payment.

A payment for electric service shall be considered late if paid after the 10 day period specified in 1. above, except when the 10 day period ends on the weekend or a holiday. Under such conditions, the deadline will be extended through the next working day. A notice of delinquency and disconnection will be mailed no earlier than 1 day after the due date, and a ten percent (10%) penalty will be added to the balance outstanding.

3. Failure To Receive Bill.

Failure to receive a bill will not entitle the consumer to remission of any charge for non-payment within the specified time.

Grady E.M.C.  
Policy No. 20.140

#### COLLECTION POLICIES

1. Collection Date.

The unpaid bill for electric service may be dispatched to the Cooperative collector, to be collected no earlier than 10 days following the notice of delinquency and disconnection.

2. Disconnect Handling Charge.

A handling charge may be added to the bill for processing the disconnect order.

3. Payments In Route.

Any payment made by the consumer at any depository, or collection agency, of the Cooperative shall be treated as being paid at the Co-op's office at the time of the payment at the collection point.

4. Dishonored Checks.

All checks that are dishonored by the bank on which they are issued shall result in a service charge to the consumer. This service charge shall be cumulative to the rights and remedies given to the Cooperative under the laws of the State of Georgia.

5. Cost of Collection

Any cost borne by the Co-op in the course of collection of a consumer's bad debt is also owed by the consumer, and as such will be added to said bad debt amount.

Grady E.M.C.  
Policy No. 20.150

#### DISCONNECTION OF SERVICE

1. Notice.

The consumer shall give the Co-op three days advance notice when requesting disconnection of service. The consumer is liable for the energy used until the meter is read and disconnected, which will not be more than three days.

2. Disconnection Upon Non-Payment.

Upon failure of consumer to pay his bill by the date due, the Cooperative shall send to the consumer a notice, by first class mail, advising the consumer that if payment is not received within ten (10) days of the date of the notice, that service to the consumer will be disconnected. Further, the consumer shall have the right to request a hearing within the ten (10) day period, to be held before the manager of the Cooperative, or such person as he shall designate, if the amount of the bill should be disputed. Said hearing shall be held within five (5) days of the date of notification by the consumer. Further, the consumer shall have the right to appeal the decision of the hearing to the Board of Directors of the Cooperative, or such group of Board of Directors (not to be less than three) as the Board of Directors shall designate. The consumer shall have the right to be represented by counsel at the hearing, or appeal, and the delinquency notice shall advise the consumer of this right. Until such time as the hearing is held or until the appeal is heard, there shall be no disconnection of service to the consumer. The Cooperative does reserve the right to require the consumer to pay an appropriate deposit, or provide an acceptable credit guarantor, if the Cooperative shall reasonably believe that the member is not questioning or disputing his bill in good faith.

Grady E.M.C.  
Policy No. 20.150 (Con'd)

3. Disconnection To Commercial  
Establishments With Perishable  
Items.

The procedure set forth in 2. above shall apply to the disconnection of service to commercial establishments with perishable items. In addition to the procedures set forth in 2. above, the collector shall deliver an additional notice of delinquency following the termination of the ten (10) day notice provided by the regular delinquency and disconnect notice. This notice of delinquency, to be delivered by the collector, shall extend the cut-off period by five (5) days, and the consumer shall sign this notice certifying that he has received notice of termination of service for a period not exceeding five (5) days. If payment is not received during the five (5) day period, or a hearing or appeal is not pending, service shall be terminated without further notice.

4. Mobile Home Disconnection.

The Cooperative reserves the right to withhold disconnection of the service wires until all indebtedness is paid in full. Upon notification by consumer of intent to terminate service, the Cooperative will read the meter and present a final bill to the consumer, payment of which will allow the removal of the Cooperative property from the service pole if owned by consumer, or will allow the consumer to remove his property if the service pole is owned by the Cooperative.

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Policy No. 20.150 (Con'd)

5. Disconnection With Reasonable Notice.

The Cooperative reserves the right to discontinue service upon reasonable notice, pursuant to the procedures outlined in 2. herein, for any of the following additional reasons:

- 1) Refusal by consumer to allow entry to the Cooperative's meter.
- 2) Obstructed or hazardous access to the Cooperative's meter.
- 3) Violation of these Consumer Policies.
- 4) Violation of standard requirements of the Cooperative.

6. Disconnection Without Notice.

The Cooperative reserves the right to discontinue electric service to any consumer for any of the following reasons:

- 1) Conclusive evidence that electric service is being used illegally.
- 2) Disapproval of consumer's equipment or installations because of defects or hazardous conditions.
- 3) Repairs or emergency operations by Cooperative.
- 4) Unavoidable shortage or interruption in the Cooperative's source of supply.
- 5) To protect the Cooperative from fraud or abuse such as in the case of unauthorized meter tampering or meter bypass.

Grady E.M.C.  
Policy No. 20.160

CONNECTION OR RECONNECTION  
OF SERVICE

1. Fees.

a) Connection.

There is no charge for a new service connection during Regular Business Hours. However, there is a fee for after hours new connections.

(New service connections will NOT be done after hours where the service has to be moved, poles set, etc. This charge is for "Setting the Meter" only)

b) Reconnection.

As a condition precedent to the restoration of service, a charge deemed necessary to cover the cost of disconnection and reconnection shall be made, said charge being paid before reconnection.

These chargeable items are:

Regular reconnection fee during regular hours.

Regular reconnection fee after regular hours.

Delinquent reconnection fee during regular hours.

Delinquent reconnection fee after regular hours.



Grady E.M.C.  
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2. Other Reconnection Charges.

Before service can be reconnected, the following charges must be paid:

- a) Any additional deposit.
- b) Any indebtedness owed to the Cooperative.

3. Notice of Connection or Reconnection.

The consumer shall give the Cooperative two days advance notice for a new service connection or service reconnection.

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Policy No. 20.170

#### UNAUTHORIZED CONNECTION OR DISCONNECTION

##### 1. Unauthorized Connection.

Any consumer starting the use of service without first notifying and enabling the Cooperative to read the meter will be held responsible for any amount due for service rendered to the premises from the time of the last reading of the meter immediately preceding his occupancy, as shown in the records of the Cooperative, plus a charge for the first illegal connection, an additional charge for each subsequent offense, and possible criminal prosecution. In addition, a charge for any current used, or estimated to have been used, which was not registered by the Co-op's meter.

##### 2. Unauthorized Disconnection.

A consumer shall give notice of intended removal from his premises and he is liable for service used after notice to terminate his contract until meter is read and disconnected.

(See Policy No. 20.060, Part 6, Tampering with Wiring or Equipment.)

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Policy No. 20.180

## Consumer Privacy

### 1. Applicable Laws

Grady EMC is committed to compliance with the laws and regulations protecting the confidentiality of our consumer, employee and business information, specifically the "Identity Theft Prevention Program" (Red Flags Rules, F.T.C.16 CFR §681.2) and "The Georgia Identity Theft Law" (O.C.G.A. §10-15-01). Grady EMC employees have guidelines which emphasize their responsibility to safeguard and maintain the privacy and confidentiality of all consumer, employee and business information.

### 2 Employee and Agent Disclosures

Information that we have about our consumers is available to our employees and agents on a "need to know" basis only, so they can perform their jobs. We prohibit our employees and agents from giving, destroying or maintaining information about you or our business in a manner that would violate any applicable law or our privacy policy. We do not provide information about you or our business to anyone without first verifying who they are and whether they may have legal access to the information. We train our employees to protect the information we have about you and the business information of Grady EMC.

### 3. Third Party Disclosures

Third parties, such as a credit bureau, collection agency or data processor, are also required to adhere to similar privacy principals as required by law.

### 4. Disaster Preparedness

We also have a disaster preparedness program to secure this information in case of natural disasters, hazards or threats.



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Policy No. 20.190

#### CAPITAL CREDITS

The Cooperative may retire capital credits in accordance with the following standards, rules, and procedures:

1. General Retirements:

A. Each such retirement will be made only upon authorization by the Board of Directors based upon its determination that such is in the best interest of the Cooperative and will not impair the Cooperative's financial condition. Such retirements shall also be subject to any applicable restrictions contained in the Cooperative's mortgages or loan contracts with the United States Rural Utilities Service (RUS), National Rural Utilities Cooperative Finance Corporation (CFC) or any other lender of funds to the Cooperative.

B. Such retirements in any given year may be made in such aggregate amount and for such one or more prior years as the Board of Directors in its discretion shall determine. The Board of Directors may fix such amount in the budget for each year.

C. The Board of Directors may adjust or reduce the amount to be paid to a patron in relation to Capital Credits (or similar credits) issued to the Cooperative by Oglethorpe Power Corporation or any other affiliated organization for Capital Credits unpaid but assigned to the Cooperative on such terms and conditions as it may deem proper and expedient.

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D. Capital credits may be retired to the Cooperative patrons or former patrons in cash or by way of billing credits, whichever is decided by the Cooperative's executive management to be most effective and in the Cooperative's best interest.

E. The Cooperative need not mail capital credit retirement checks to former patrons unless and until it has their proper address. However, when the Cooperative does not have the proper address, it shall, within three full calendar months next following the date of its mailing of retirement checks to existing patrons, publicize the availability of such retirements in reasonable ways, which may include newsletter or special mailing announcements, newspaper, radio, or TV announcements, and the like. If after nine full calendar months next following the date of its mailing of retirement checks to existing patrons, a former patron has not been identified as to proper address, or has not claimed the retirement, or the check mailed to a former or an existing patron has not been cashed or returned, such retirement funds shall be transferred by the Cooperative to an appropriate and separate unclaimed funds account.

Such account shall be charged with a service charge by the Cooperative for the handling of each undeliverable or uncashed check. Such service charge shall be charged only once against each such patron in each year.

To the extent that such service charge as established exceeds the amount owing on each undeliverable or uncashed check, then the service charge shall be the amount of such check and no charge shall be made to the account for any excess amount over that of the undeliverable or uncashed check.

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Remaining funds in the account, over and above the service charge amounts shall not thereafter be assigned to any other patrons of the Cooperative, and such funds shall on the date of the first checks mailed to existing and former patrons for the same period, be deemed "payable" for the purpose of fixing the beginning of the period at the end of which such funds must be reported to the State of Georgia pursuant to O.C.G.A. Section 44-12-190 at seq. "Disposition of Unclaimed Property." If, prior to such reporting the patron or his estate shall duly file claim therefor with the cooperative, it will pay the funds to such patron or his estate accordingly. Until such funds have been so paid or paid to the State of Georgia, the Cooperative may use them for any proper purpose. No interest shall accrue or be owed by the Cooperative with respect to such funds. Records regarding any such payments to the State of Georgia shall be maintained for a minimum of ten years thereafter.

F. Any past due and unpaid amounts owed the Cooperative by the member will be deducted from the amount of the capital credit refund before payment is made or before the refund is deposited to the unclaimed funds account.

G. Capital credit refund amounts of less than \$1.00 shall be held over to the following year or years until such credits can be paid in the amount of \$1.00 or more.

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2. Retirements to Estates of Deceased Patrons:

A. Retirements of deceased patrons' capital credits shall be made upon application by the representatives of the estate or other family member entitled to such funds. Such application shall be made in the form as provided by the Cooperative, and the payment shall be made to the person or persons entitled to such payment under provisions of O.C.G.A. Section 46-3-341. Such retirements may be made on a monthly basis from the aggregate sum fixed under paragraph 1B of this policy.

B. Such retirements shall be made in accordance with one of the following methods:

(1) totally, being all of the outstanding capital credited or creditable to the deceased on the books of the Cooperative; or

(2) partially, being such portion of the outstanding capital credited or creditable to the deceased on the Cooperative's books as is agreed to by the Cooperative and the representative of such decedent's estate or his lawful heirs; or



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(3) to the extent of the present-day value of all of the outstanding capital credited or creditable to the deceased on the books of the Cooperative, based upon the assumptions that such credits would otherwise be revolved and retired on the basis of a thirty-year cycle; and that the discount rate on such credits should be at the rate of simple interest equal to the current cost of long term funds to the Cooperative, and said discount rate shall be set by the Board of Directors.

One of the methods described in paragraph 2B (1), (2) and (3) above shall be selected by the Cooperative's Board of Directors of each year to be utilized for such calendar year, based upon a determination of which method is in the best interest of the Cooperative, taking into account the administrative costs involved, the potential effect upon the Cooperative's cash flow requirements and the overall financial condition. However, no two or more such methods shall be employed in the same calendar year.

C. Any capital donated to the Cooperative pursuant to implementation of paragraph 2B (2) or (3) or 1C above shall be executed in writing by the representatives or heirs of the deceased patron on such form as is provided therefor by the Cooperative. Such capital shall thereafter be transferred to an appropriate donated capital account of the Cooperative and may be used by the Cooperative for any proper purpose, but it shall not be reassignable to any other patron or patrons.

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D. Any past due and unpaid amounts owed the Cooperative by the member will be deducted from the amount of the capital credit refund before payment is made.

E. For purpose of this policy, deceased patrons shall mean a natural person or persons.

F. Said Estates will be paid in the date order received to the extent of monies available and allocated. Any unpaid request in one calendar year will be carried forward to subsequent years.

Except for the determinations that from time to time are required by this Policy to be made by the Board of Directors, the General Manager shall have full responsibility and authority to implement this policy.