# AFFIDAVIT OF GREG PROCTOR

CAME BEFORE, the undersigned attesting officer, Greg Proctor, who, being duly sworn, deposed and stated as follows :

1.

My name is Greg Proctor. I am over the age of eighteen, suffer from no legal disabilities and am able to give this Affidavit.

2.

I am the President/CEO and have been duly authorized by Excelsior EMC' s Board of Directors to prepare this Affidavit and cause it to be submitted with a request that the PSC acknowledge that the submitted materials contain information that constitute trade secrets covered by Article 27 of Chapter 1 of Title 10.

3.

The mailing address for Excelsior EMC is: 986 SE Broad Street , Metter, Georgia, 30439.

4.

I hereby verify and affirm the following, as required by O.C.G.A. §50-l 8-72(a)(34):

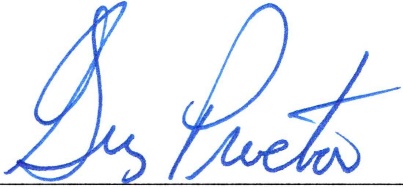
1. Excelsior EMC is filing its tariff designated: Excelsior EMC Retail Rate Schedules
2. The information which has been redacted from the enclosed "PUBLIC DISCLOSURE DOCUMENT " (hereinafter, the "trade secrets") constitute a trade secret covered by Article 27 of Chapter 1 of Title 10.
3. The legal and factual basis for Excelsior EMC's assertion that the protected information is a trade secret includes, among other things, the following:
   1. The trade secrets is of great economic value to Excelsior EMC by virtue of its not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
   2. Maintaining the confidentiality of the trade secrets is of commercial value to Excelsior EMC because, among other reasons:
      1. The information could be used by competitors to determine Excelsior EMC's cost of power.
      2. The information would be helpful to Excelsior EMC' s potential and actual competitors in seeking to acquire competitive retail electric service contracts in the future.
   3. Other persons can obtain economic value from the disclosure of the trade secrets by, among other things:
      1. Knowledge of the trade secrets could permit other energy suppliers to undercut Excelsior EMC's pricing, fee structure or service terms within this rate classification.
   4. Excelsior EMC uses the following procedures, among others, to maintain the secrecy of the trade secrets:
      1. Excelsior EMC uses encryption technology, passwords, nondisclosure agreements, physical security measures, and limits the distribution of the trade secrets to only those who need the information for the benefit of

Excelsior EMC, and who have agreed not to use or distribute the information to others.

5.

# Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information is are true, correct, and complete.

FURTHER AFFIANT SAYETH NOT.



GREG PROCTOR EXCELSIOR EMC

Sworn to and subscribed before me this

***/ 4 .h*** day of ***M*** , 2023.

A close-up of a signature

Description automatically generated with medium confidence

NOTARY PUBLIC

A close-up of a stamp

Description automatically generated with medium confidenceMy Commission Expires:

***M"l-f JI.J, 2-0 2.*7**

**EXCELSIOR EMC**

**RETAIL RATE SCHEDULES**

**Updated May 1, 2023**

**BILLING SCHEDULES**

Billing Rate Code(s) Schedule

1……….Schedule RS-8, Residential Service

20/30….Schedule I-8, Irrigation Service (Load Controlled and Non-Controlled)

21/31….Schedule IP-8, Irrigation and Pump Service(Load Controlled & Non-Controlled)

4/11…...Schedule GS-8, General Service (Single-Phase and Multi-Phase)

5……….Schedule LP-8, Large Power Service

6……….Schedule OL-8.2, Outdoor Lighting Service

7……….Schedule AF-8, Athletic Field Lighting Service

8……….Schedule S-8, School Service

9/12...….Schedule SAS-8, Seasonal Agricultural Service (Single-Phase and Multi-Phase)

10……..Schedule LS-8, Large School Service

13……..Schedule NEM-8, Net Energy Metering Rider

15……..Schedule LI-8, Large Industrial Service

16……..Schedule PRS-8, Prepay Residential Service

Schedule EDR-8, Economic Development Rider

Schedule “PA-8”, Wholesale Power Cost Adjustment Clause

700……..Schedule CS-8, Contract for Service

701……. Schedule SML CC, Contract for Service

702……. Schedule INT CCM, Contract for Service

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE RS-8**

**RESIDENTIAL SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative.

APPLICABILITY

Applicable to Farm (except seasonal) and Home Consumers for farm and home use and to churches, schools and community halls, subject to the established rules and regulations of the Cooperative. Service under this schedule is limited to consumers whose load requirements do not exceed 50 kVA of installed transformer capacity.

TYPE OF SERVICE

Single-phase, 60 cycles at available secondary voltages.

RATE

Base Charge $20.00 per month

Winter (Billing Months of November through May)

First 100 kWh per month @ 13.00¢ per kWh

Next 400 kWh per month @ 8.60¢ per kWh

Over 500 kWh per month @ 7.80¢ per kWh

Summer (Billing Months of June through October)

First 100 kWh per month @ 13.00¢ per kWh

Next 900 kWh per month @ 8.60¢ per kWh

Next 1,000 kWh per month @ 10.40¢ per kWh

Over 2,000 kWh per month @ 11.50¢ per kWh

MINIMUM CHARGES

The minimum monthly charge under the above rate shall be $23.00 for permanently occupied residences. For services other than those that are permanently occupied residences the minimum monthly charge shall be the greater of:

1. A minimum charge of $23.00;
2. A charge of $1.25 per kVA, or fraction thereof, of installed transformer capacity.

Billing Code – Rate 1

EFFECTIVE: November 1, 2018

**Schedule RS-8**

**Page –2-**

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 1

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE I-8**

**IRRIGATION SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative's multi-phase lines of adequate capacity.

APPLICABILITY

Applicable for load controlled and non-controlled irrigation service, subject to the established rules and regulations of the Cooperative. Also applicable for load controlled electric service where total horsepower for entire load can be accurately determined and entire operation can be interrupted via the Cooperative’s load management system, subject to the established rules and regulations of the Cooperative. No new consumers shall be served under this Schedule after November 1, 2018.

TYPE OF SERVICE

Single-phase and multi-phase, 60 cycles, standard secondary voltages. Motors having a rated capacity in excess of ten horsepower must be approved by the Cooperative.

RATE

Base Charge $20.00 per month

Capacity Charge $0.83 per h.p. per month

Winter (Billing Months of November through May)

All kWh (Load Controlled) @ 9.80¢ per kWh

All kWh (Non-Controlled) @ 9.80¢ per kWh

Summer (Billing Months of June through October)

All kWh (Load Controlled) @ 9.80¢ per kWh

All kWh (Non-Controlled) @ 13.80¢ per kWh

DETERMINATION OF HORSEPOWER

The horsepower for billing purposes shall be the motor name-plate rating, except that the Cooperative may at its option determine it by test of the horsepower input of the motor under normal operating conditions, less an allowance for motor losses of ten percent (10%) of the horsepower input.

Billing Code – Rate 20 - Load Controlled

Billing Code – Rate 30 - Non-Controlled

EFFECTIVE: November 1, 2018

**Schedule I-8**

**Page –2-**

MINIMUM ANNUAL CHARGE

The minimum annual charge shall be the highest one of the following charges:

1. A minimum horsepower charge calculated as follows;

First 20 horsepower @ $33.00 per horsepower

Balance of horsepower @ $22.00 per horsepower

1. or, $15.00 per kVa of installed transformer capacity

The Minimum Annual Charge shall be calculated annually in December of each year. Should the total of the consumer’s monthly bills for the calendar year be less than the Minimum Annual Charge calculated above, the consumer shall be billed for the difference. For cut-ons and cut-offs with less than 12 months service in a calendar year, the Minimum Annual Charge will be pro-rated and compared to the consumer’s monthly bills for the pro-rated year.

Payment of the Minimum Annual Charge shall entitle the consumer to use, during the current calendar year, the number of kilowatt-hours corresponding to the Minimum Annual Charge less the Base Charge and Capacity Charge.

LOAD CONTROLLED SERVICE

Consumers who allow the Cooperative to control their load through the Cooperative’s load management system shall be eligible for the Load Controlled rate provided the following conditions are met:

1. The Cooperative shall install control devices and other equipment capable of interrupting the consumer's load at no additional cost to the consumer. Such devices and equipment shall remain the property of the Cooperative.

2. The consumer shall make diligent effort to protect the Cooperative's load control equipment from acts of vandalism or abuse which might impair its proper working condition.

3. Should the consumer's load served hereunder fail to be interrupted due to overriding actions taken by the consumer, or due to circumstances beyond the Cooperative's control, the consumer shall be charged a penalty for such failure to interrupt equal to $60.00 per horsepower applied to the non-interrupted load served hereunder.

4. Loads less than 10 hp must be approved by the Cooperative to be eligible for load controlled service. Upon the Cooperative’s sole discretion, consumer may be charged for additional equipment.

5. For any non-controlled consumer that desires to transition to load controlled during the calendar year, the following rules shall apply:

a. During the months of January-April or November-December, there shall be no charge.

b. During the months of May-October, the charge to move shall be the installed transformer capacity times $28.

Billing Code – Rate 20 - Load Controlled

Billing Code – Rate 30 - Non-Controlled

EFFECTIVE: November 1, 2018

**Schedule I-8**

**Page –3-**

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 20 - Load Controlled

Billing Code – Rate 30 - Non-Controlled

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE IP-8**

**IRRIGATION AND PUMP SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative's multi-phase lines of adequate capacity.

APPLICABILITY

Applicable for load controlled and non-controlled irrigation service, subject to the established rules and regulations of the Cooperative. Also applicable for load controlled electric service where total horsepower for entire load can be accurately determined and entire operation can be interrupted via the Cooperative’s load management system, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Single-phase and multi-phase, 60 cycles, standard secondary voltages. Motors having a rated capacity in excess of ten horsepower must be approved by the Cooperative.

RATE

Base Charge $20.00 per month

Capacity Charge $1.00 per installed kVa

Winter (Billing Months of November through May)

All kWh (Load Controlled) @ 9.80¢ per kWh

All kWh (Non-Controlled) @ 9.80¢ per kWh

Summer (Billing Months of June through October)

All kWh (Load Controlled) @ 9.80¢ per kWh

All kWh (Non-Controlled) @ 13.80¢ per kWh

DETERMINATION OF INSTALLED KVA

The Installed kVa for billing purposes shall be the kVa size of the dedicated transformer used to serve the consumer.

Billing Code – Rate 21 - Load Controlled

Billing Code – Rate 31 - Non-Controlled

EFFECTIVE: November 1, 2018

**Schedule IP-8**

**Page –2-**

MINIMUM ANNUAL CHARGE

The Minimum Annual Charge shall be $21.00 per kVa of installed transformer capacity.

The Minimum Annual Charge shall be calculated annually in December of each year. Should the total of the consumer’s monthly bills for the calendar year be less than the Minimum Annual Charge calculated above, the consumer shall be billed for the difference. For cut-ons and cut-offs with less than 12 months service in a calendar year, the Minimum Annual Charge will be pro-rated and compared to the consumer’s monthly bills for the pro-rated year.

Payment of the Minimum Annual Charge shall entitle the consumer to use, during the current calendar year, the number of kilowatt-hours corresponding to the Minimum Annual Charge less the Base Charge and Capacity Charge.

LOAD CONTROLLED SERVICE

Consumers who allow the Cooperative to control their load through the Cooperative’s load management system shall be eligible for the Load Controlled rate provided the following conditions are met:

1. The Cooperative shall install control devices and other equipment capable of interrupting the consumer's load at no additional cost to the consumer. Such devices and equipment shall remain the property of the Cooperative.

2. The consumer shall make diligent effort to protect the Cooperative's load control equipment from acts of vandalism or abuse which might impair its proper working condition.

3. Should the consumer's load served hereunder fail to be interrupted due to overriding actions taken by the consumer, or due to circumstances beyond the Cooperative's control, the consumer shall be charged a penalty for such failure to interrupt equal to $60.00 per installed kVa applied to the non-interrupted load served hereunder.

4. Loads less than 10 hp must be approved by the Cooperative to be eligible for load controlled service. Upon the Cooperative’s sole discretion, consumer may be charged for additional equipment.

5. For any non-controlled consumer that desires to transition to load controlled during the calendar year, the following rules shall apply:

a. During the months of January-April or November-December, there shall be no charge.

b. During the months of May-October, the charge to move shall be the installed transformer capacity times $28.

Billing Code – Rate 21 - Load Controlled

Billing Code – Rate 31 - Non-Controlled

EFFECTIVE: November 1, 2018

**Schedule IP-8**

**Page –3-**

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 21 - Load Controlled

Billing Code – Rate 31 - Non-Controlled

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE GS-8**

**GENERAL SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable for commercial, industrial and farm service (except seasonal) for all uses including lighting, heating and power, subject to the established rules and regulations of the Cooperative. Service under this schedule is limited to consumers whose load requirements do not exceed 75 kVA of installed transformer capacity.

TYPE OF SERVICE

Single-phase and multi-phase, 60 cycles at available secondary voltages. Motors having a rated capacity in excess of ten horsepower must be approved by the Cooperative.

RATE

Base Charge:

Single-Phase Service @ $20.00 per month

Multi-Phase Service @ $37.50 per month

First 200 kWh per kW of Billing Demand\*:

First 1,000 kWh per month @ 12.00¢ per kWh

Next 4,000 kWh per month @ 11.30¢ per kWh

Over 5,000 kWh per month @ 9.50¢ per kWh

Next 200 kWh per kW of Billing Demand\* @ 7.90¢ per kWh

Over 400 kWh per kW of Billing Demand\* @ 7.50¢ per kWh

\*In no case shall the billing demand be less than 15 kW.

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

Single Phase Billing Code – Rate 4

Multi-Phase Billing Code – Rate 11

EFFECTIVE: November 1, 2018

**Schedule GS-8**

**Page –2-**

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of thirty consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided hereafter.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 kW or more of measured demand to correct for average power factors lower than ninety percent (90%), and may be so adjusted for other consumers if and when the Cooperative deems necessary. Such adjustments will be made by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rate shall be $1.25 per kVA, or fraction thereof, of installed transformer capacity, but not less than $23.00 per month for consumers with single-phase service and $42.00 per month for consumers with multi-phase service. Where it is necessary to extend or re-enforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities. Where the minimum charge is increased in accordance with the terms of this section, additional energy and demand shall be included in accordance with the foregoing rate schedule.

TEMPORARY SERVICE

Temporary service shall be supplied in accordance with the foregoing rate except that the consumer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. A deposit in advance may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection.

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Single Phase Billing Code – Rate 4

Multi-Phase Billing Code – Rate 11

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE LP-8**

**LARGE POWER SERVICE**

AVAILABILITY

Available for multi-phase service to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to consumers for all types of usage, subject to the established rules and regulations of the Cooperative. Service under this schedule is limited to consumers whose installed transformer capacity is in excess of 75 kVA.

TYPE OF SERVICE

Multi-phase, 60 cycles at standard voltages. Motors having a rated capacity in excess of ten horsepower must be approved by the Cooperative.

RATE

Base Charge $58.00 per month

Demand Charge:

All kW of Billing Demand per month $4.25 per kW

Energy Charge:

First 200 kWh per kW of Billing Demand @ 8.70¢ per kWh

Next 200 kWh per kW of Billing Demand @ 8.20¢ per kWh

Over 400 kWh per kW of Billing Demand @ 7.60¢ per kWh

DETERMINATION OF BILLING DEMAND

The billing demand shall be based on the highest 30-minute kW measurement, adjusted for power factor, during the current month or preceding eleven (11) months and shall be the greater of:

1. The maximum kilowatt demand established by the consumer for the current month, or
2. 75% of the consumer’s highest summer (June – October) demand for the preceding 11 months, or
3. The minimum demand specified in the contract for service.

Billing Code – Rate 5

EFFECTIVE: November 1, 2018

**Schedule LP-8**

**Page –2-**

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted for consumers with 50 kW or more of measured demand to correct for average power factors lower than ninety percent (90%), and may be so adjusted for other consumers if and when the Cooperative deems necessary. Such adjustments will be made by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service;
2. A charge of $1.25 per kVA, or fraction thereof, of installed transformer capacity.

TERMS OF PAYMENT

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 5

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE OL-8.2**

**OUTDOOR LIGHTING SERVICE**

AVAILABILITY

Available to consumers in the territory served by the Cooperative.

APPLICABILITY

Applicable only to outdoor area lighting service subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Single-Phase, 60 cycles at available secondary voltages.

MONTHLY RATE

Lamp Type: Metal Halide (MH)

400 Watt Metal Halide Directional Flood Lamp\* @ $31.50 per month

1,000 Watt Metal Halide Lamp or Directional Flood Lamp\* @ $44.00 per month

\*Not available for installations after November 1, 2018

Lamp Type: Light Emitting Diode (LED)

|  |  |  |
| --- | --- | --- |
| **Fixture Type** | **Approximate Lumens** | **Charge (per month)** |
| Standard Area Lighting | 4,100 | $11.00 |
| Decorative Post Top | 5,000 | $11.00 |
| Cobra Head-Small | 9,000 | $13.50 |
| Cobra Head-Medium | 15,000 | $17.50 |
| Cobra Head-Large | 22,000 | $22.00 |
| Directional-Small | 10,500 | $17.50 |
| Directional-Medium | 16,000 | $26.50 |
| Directional-Large | 33,000 | $44.00 |
| Shoebox | 33,000 | $44.00 |

DEDICATED TRANSFORMER CHARGE

The above rates shall be increased by $20.00 per month per dedicated transformer. Dedicated transformers used to provide lighting service for local governments and homeowner subdivisions may be exempted from this charge.

Billing Code - Rate 6

EFFECTIVE: May 1, 2022

**Schedule OL-8.2**

**Page - 2 -**

ADDITIONAL CHARGE

If the consumer requires the Cooperative to install a pole for the exclusive purpose of rendering outdoor lighting service, the consumer will be required to make a non-refundable contribution in aid of construction. Non-standard lighting fixtures will require a non-refundable contribution in aid of construction and/or a contract as determined by the Cooperative.

*OVERHEAD CONSTRUCTION*:

Where it is necessary for the Cooperative to install more than one pole per consumer for the sole purpose of rendering outdoor lighting service, the consumer will be required to make a non-refundable contribution in aid of construction.

*UNDERGROUND CONSTRUCTION*:

The Cooperative will provide up to 75 feet of underground wire per fixture. A non-refundable contribution in aid of construction will be charged for trenching in excess of 75 feet per fixture.

TERMS OF PAYMENT

For consumers served under other applicable rate schedules, a penalty will be added to the above rates subject to the provisions of the Terms of Payment of the applicable rate schedule. For consumers served solely under Schedule OL-8, a penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

TERM OF CONTRACT

One Year: Lighting fixture installed on an existing pole or consumer paid applicable non-

refundable contribution in aid of construction charge.

Five Years: Cooperative will require a contract for 5 years in lieu of all or part of

contribution in aid of construction cost, as determined, for Commercial,

Industrial and Non-Standard Lighting Area, Parking and/or Street Lighting

Service.

Billing Code - Rate 6

EFFECTIVE: May 1, 2022

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE AF-8**

**ATHLETIC FIELD LIGHTING SERVICE**

AVAILABILITY

Available for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to schools and community recreational facilities for athletic field lighting use, subject to the established rules and regulations of the Cooperative. No new consumers shall be served under this Schedule after November 1, 2018.

TYPE OF SERVICE

Single-phase, and multi-phase, 60 cycles at available secondary voltages.

RATE

Base Charge @ $21.00 per month

Energy Charge @ 13.80¢ per kWh

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the highest one of the following:

1. The minimum monthly charge specified in the contract for service, or
2. $50.00 per month

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 7 EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE S-8**

**SCHOOL SERVICE**

AVAILABILITY

Available to schools for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to schools for all uses, subject to the established rules and regulations of the Cooperative. Service under this schedule is limited to schools whose installed transformer capacity exceeds 75 kVA.

TYPE OF SERVICE

Single-phase, and multi-phase, 60 cycles at available secondary voltages.

RATE

Base Charge $58.00 per month

Demand Charge:

All kW of Billing Demand per month @ $4.00 per kW

Energy Charge:

All kWh @ 8.55¢ per kWh

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rate shall be $1.25 per kVA, or fraction thereof, of installed transformer capacity.

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 8

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE SAS-8**

**SEASONAL AGRICULTURAL SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative's multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to seasonal agricultural consumers for all seasonal uses, including crop drying and tobacco barns, subject to the established rules and regulations of the Cooperative.

TYPE OF SERVICE

Single-phase and multi-phase, 60 cycles at available secondary voltages. Motors having a rated capacity in excess of ten horsepower must be approved by the Cooperative.

RATE

Base Charge:

Single-Phase Service @ $20.00 per month

Multi-Phase Service @ $37.50 per month

Winter (Billing Months of November through May)

First 1,000 kWh per month @ 10.00¢ per kWh

Over 1,000 kWh per month @ 8.00¢ per kWh

Summer (Billing Months of June through October)

First 1,000 kWh per month @ 10.00¢ per kWh

Over 1,000 kWh per month @ 11.40¢ per kWh

Single Phase Billing Code – Rate 9

Multi-Phase Billing Code – Rate 12

EFFECTIVE: November 1, 2018

**Schedule SAS-8**

**Page –2-**

MINIMUM MONTHLY CHARGES

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. A minimum charge of $23.00 for consumers with single-phase service and $42.00 for consumers with multi-phase service;
2. The minimum monthly charge specified in the contract for service;
3. A charge based on the installed transformer capacity computed as follows:

First 500 kVA or less @ $1.25 per kVA

All additional kVA @ $0.15 per kVA

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

TERMS OF PAYMENT

A penalty of $5.00 or five percent (5%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Single Phase Billing Code – Rate 9

Multi-Phase Billing Code – Rate 12 EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE LS-8**

**LARGE SCHOOL SERVICE**

AVAILABILITY

Available for multi-phase service to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to Consumers served from the Cooperative’s distribution system and meeting the following requirements:

1. The load is served at one standard voltage and metered at or compensated to that voltage.
2. The total connected load must be at least 900 kW and must meet the requirements for customer choice as defined in the Georgia Territorial Electric Service Act contained in O.C.G.A. §46-3-1.
3. The load at each delivery point must be a school at a single location.

RATE

Base Charge @ $900.00 per month

Energy Charges:

First 150 kWh per kW of Billing Demand @ 11.00¢ per kWh

Next 150 kWh per kW of Billing Demand @ 7.40¢ per kWh

Excess kWh @ 6.90¢ per kWh

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

Billing Code – Rate 10

EFFECTIVE: November 1, 2018

**Schedule LS-8**

**Page –2-**

DETERMINATION OF BILLING DEMAND

The billing demand shall be based on the highest 30-minute kW measurement during the current month or preceding eleven (11) months and shall be the greater of:

1. 70% of the consumer’s highest summer (June – October) demand for the current month or preceding 11 months, or
2. 40% of the consumer’s highest non-summer (November – May) demand for the current month or preceding 11 months,
3. 150 kW in the months of November through May,
4. 50 kW in the months of June through October.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of:

1. The amount specified in the contract for service; or
2. The sum of the following:
   1. $900.00
   2. $8.00 per kW of billing demand in excess of 100 kW

TERMS OF PAYMENT

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 10

EFFECTIVE: November 1, 2018

EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION

Schedule DG-8

DISTRIBUTED GENERATION RIDER

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative. Multi-phase service is available only to consumers located on or near the Cooperative's multi-phase lines of adequate capacity.

APPLICABILITY

Applicable, as a rider, to all consumers of the Cooperative for distributed generation purposes where the generators have a nameplate capacity that is less than or equal to 100 kW.

The total committed capacity of all generators subject to this Rider shall not exceed 0.2 percent (0.2%) of the Cooperative’s most recent annual peak demand in the previous year, unless approved by the Cooperative.

TYPE OF SERVICE

Single-phase and multi-phase, 60 cycles at available secondary voltages.

DETERMINATION OF MONTHLY CREDIT

DGC = EDGE \* AEC

Where:

DGC = Monthly Distributed Generation Credit (*expressed in dollars*)

EDGE = Excess Distributed Generation Energy (*expressed in kWh*)

AEC = Avoided Energy Cost (*expressed in $ per kWh*)

DETERMINATION OF EXCESS DISTRIBUTED GENERATION ENERGY

The Excess Distributed Generation Energy shall be the energy generated and delivered to the Cooperative’s distribution grid.

DETERMINATION OF AVOIDED ENERGY COST

The Avoided Energy Cost shall be the Cooperative’s most recent year-ending annual average variable cost of energy and shall change in February of each year.

Billing Code – Rate 13

EFFECTIVE: November 1, 2018

**Schedule DG-8**

**Page –2-**

INTERCONNECTION AGREEMENT

The consumer must meet all of the conditions of interconnection contained in the Distributed Generation Interconnection Agreement. The terms of service under this rider shall be the same as that under the Distributed Generation Interconnection Agreement.

Billing Code – Rate 13

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE LI-8**

**LARGE INDUSTRIAL SERVICE**

AVAILABILITY

Available for multi-phase service to consumers located on or near the Cooperative’s multi-phase lines of adequate capacity.

APPLICABILITY

Applicable to consumers served from the Cooperative’s distribution system and meeting the following requirements:

1. The load is served at one standard voltage and metered at or compensated to that voltage.
2. The total connected load must be at least 900 kW and must meet the requirements for customer choice as defined in the Georgia Territorial Electric Service Act contained in O.C.G.A. §46-3-1.

RATE

Base Charge $3,000.00 per month

Demand Charge:

All kW of Coincident Billing Demand per month $2.00 per kW

All kW of Billing Demand per month $3.35 per kW

Energy Charge:

First 200 kWh per kW of Billing Demand @ 7.00¢ per kWh

Next 200 kWh per kW of Billing Demand @ 6.70¢ per kWh

Over 400 kWh per kW of Billing Demand @ 6.40¢ per kWh

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

DETERMINATION OF COINCIDENT BILLING DEMAND

For the billing months of January through December, the Coincident Billing Demand shall be the consumer’s average demand coincident with the five highest Georgia Integrated Transmission System peaks occurring during the 12 months ending September 30 of the previous year and adjusted for power factor as provided below.

For consumers transferring to this rate, who previously took service from the Cooperative under another applicable rate schedule and for whom hourly demand readings are not available, the Coincident Billing Demand shall be the highest kilowatt demand established by the consumer during the months in which the five highest Georgia Integrated Transmission System peaks occurred.

Billing Code – Rate 15

EFFECTIVE: November 1, 2018

**Schedule LI-8**

**Page –2-**

DETERMINATION OF BILLING DEMAND

The Billing Demand shall be based on the highest 30-minute kW measurement during the current month and the preceding eleven (11) months and adjusted for power factor as provided below.

For the billing months of June through October, the Billing Demand shall be the greater of:

1. The current actual demand, or,
2. Ninety-five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through October) or,
3. Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (November through May).

For the billing months of November through May, the Billing Demand shall be the greater of:

1. Ninety-five percent (95%) of the highest summer month (June through October), or
2. Sixty percent (60%) of the highest winter month (November through May), including the current month.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Metered demand will be adjusted for consumers with average power factors lower than ninety percent (90%), by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of:

1. The amount specified in the contract for service; or
2. A charge of $1.25 per kVA, or fraction thereof, of installed transformer capacity.

TERMS OF PAYMENT

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 15

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE PRS-8**

**PRE-PAY RESIDENTIAL SERVICE**

AVAILABILITY

Available to consumers for single-phase service in all territory served by the Cooperative where Advanced Metering Infrastructure (AMI) with acceptable network coverage is available.

APPLICABILITY

Applicable, as an optional rate, to Farm (except seasonal) and Home Consumers for farm and home use and to churches, schools and community halls, subject to the established rules and regulations of the Cooperative. Service under this schedule is limited to consumers whose load requirements do not exceed 50 kVA of installed transformer capacity.

TYPE OF SERVICE

Single-phase, 60 cycles at available secondary voltages.

RATE

Base Charge $1.14 per day

Winter (Billing Months of November through May)

First 100 kWh per month @ 13.00¢ per kWh

Next 400 kWh per month @ 8.60¢ per kWh

Over 500 kWh per month @ 7.80¢ per kWh

Summer (Billing Months of June through October)

First 100 kWh per month @ 13.00¢ per kWh

Next 900 kWh per month @ 8.60¢ per kWh

Next 1,000 kWh per month @ 10.40¢ per kWh

Over 2,000 kWh per month @ 11.50¢ per kWh

MINIMUM CHARGES

The minimum monthly charge under the above rate shall be $37.00 for permanently occupied residences. For services other than those that are permanently occupied residences the minimum monthly charge shall be the greater of:

1. A minimum charge of $37.00;
2. A charge of $1.25 per kVA, or fraction thereof, of installed transformer capacity.

Billing Code – Rate 16

EFFECTIVE: November 1, 2018

**Schedule PRS-8**

**Page –2-**

POWER COST ADJUSTMENT CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Wholesale Power Cost Adjustment Clause Schedule "PA-8".

TERMS OF PAYMENT

Payment for service shall be made in advance (“Advance Purchases”). At such time as the value of the service consumed equals the value of Advanced Purchases, electric service is subject to immediate disconnection from the Cooperative by the prepaid metering system until additional purchases by consumer are made. Should the electric service be disconnected by the prepaid metering system due to consumer’s electrical usage having consumed the entire value of the Advanced Purchases, the Base Charge will continue to accumulate on consumer’s account and will be deducted from the consumer’s next additional purchase payment. Disconnection for reasons of non-payment does not release the consumer from their obligation to pay the daily Base Charge.

In the event a consumer has indebtedness with the Cooperative for service previously provided, the Cooperative may allow, at its sole option, for consumer to pay the indebtedness or portions of the indebtedness by deducting a portion or all of the indebtedness as a percentage of each prepaid service purchase made thereafter until the indebtedness is satisfied.

In the event a consumer has an electric service deposit with the Cooperative at the time consumer elects to take service under this Schedule, an Advanced Purchase credit will be issued for any positive Balance. Balance is defined as the deposit less the Pre-Pay Residential Service deposit less all outstanding indebtedness.

Billing Code – Rate 16

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE EDR-8**

**ECONOMIC DEVELOPMENT RIDER**

AVAILABILITY

Available to all members served by the Cooperative, subject to the Cooperative’s established Service Rules and Regulations and subject to the execution of a contract for service mutually agreed upon by the Cooperative and the member.

APPLICABILITY

Applicable to members having a connected load of 900 kilowatts or more at one or more standard voltage (voltages) required on the member’s premises, delivered at one point and meets the requirements for customer choice as defined in the Georgia Territorial Electric Service Act contained in O.C.G.A. §46-3-1.

MONTHLY DISCOUNT

This discount is available for twenty-four (24) consecutive billing months after the meter is set and service is placed under the member’s name. The member’s monthly bill, before taxes, will be reduced by a factor of 10 percent during the first 12-month period. For the next 12-month period, the member’s monthly bill, before taxes, will be reduced by a factor of 5 percent. After the 24-month period expires, the member is no longer eligible for this discount.

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE “PA-8”**

**WHOLESALE POWER COST ADJUSTMENT (WPCA) CLAUSE**

The applicable rates shall be increased or decreased in accordance with the following formula:

The amount charged for each kWh of energy sold by the Cooperative shall be increased or decreased by an amount equal to:

P = R - $0.08000

S

P = Monthly Purchased Power Adjustment

R = Total wholesale power cost in dollars projected

from all suppliers for the applicable calendar year

S = Total projected kilowatt-hour (kWh) sales less sales not subject to this

Wholesale Power Adjustment Clause for the applicable billing year

EFFECTIVE: November 1, 2018

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE CS-8**

**CONTRACT for SERVICE**

AVAILABILITY

Available for single or multi-phase service to consumers located on or near the Cooperative’s single or multi-phase lines of adequate capacity.

APPLICABILITY

Applicable, as an optional rate at the sole discretion of the Cooperative, for consumers served directly from the Georgia Integrated Transmission System or from the Cooperative’s distribution system and meeting the requirements for customer choice as defined in the Georgia Territorial Electric Service Act contained in O.C.G.A. §46-3-1. This Schedule is only applicable to new consumers taking service after April 1, 2019.

MONTHLY RATE

The Monthly Rate shall be as defined in the Confirmation For Service. A sample form of Confirmation For Service is attached.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Metered demand will be adjusted for consumers with average power factors lower than ninety percent (90%), by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

TERMS OF PAYMENT

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 700

EFFECTIVE: May 1, 2019

**SAMPLE FORM OF CONFIRMATION FOR SERVICE**

|  |  |
| --- | --- |
|  | **DATE:** |
| **SELLER**: Excelsior Electric Membership Corporation  Attn:  Phone:  Fax: | **BUYER**:  Attn:  Phone:  Fax: |
| **Term:** | |
| **Delivery Point:** | |
| **Delivery Voltage:** | |
| **Energy Charge:**  $\_\_\_\_\_\_\_\_ per kWh | |
| **Customer Charge:**  $\_\_\_\_\_\_\_\_ per month | |
| **Distribution Facilities Charge:**  $\_\_\_\_\_\_\_\_ per month (Seller’s carrying cost factor times the incremental investment to serve new load). | |
| **Other Terms and Conditions:** | |
| **Seller Authorization:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name:**  **Title: Date:** | **Buyer Authorization:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name:**  **Title: Date:** |

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**CONTRACT RATE SERVICE**

**SCHEDULE "SML CC”**

AVAILABILITY:

Throughout the Cooperative's service area to all qualified consumers located on or near the Cooperative’s multi-phase lines of adequate capacity, in accordance with the Cooperative's Service Rules and Regulations, and at the discretion of the Cooperatives’ Board of Directors, may be subject to the execution of a written Agreement for Electric Service between the Cooperative and the Consumer (the “Service Agreement”).

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

The Consumer shall be a member of the Cooperative and be bound by such rules and regulations as may from time to time be adopted by the Cooperative.

APPLICABILITY:

Applicable to new small commercial consumers that are deemed customer choice loads by the Georgia Territorial Act.

TYPE OF SERVICE:

Multi-phase service, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, or other voltages as might be mutually agreeable.

RATE (MONTHLY):

Power Cost Charges:

Energy Charge:

Year 1 All Billing Energy @ .0508 per kWh

Year 2 All Billing Energy @ .0552 per kWh

Year 3 All Billing Energy @ .0552 per kWh

After year 3, the consumer will be moved to the appropriate standard billing schedule.

**CONTRACT RATE SERVICE**

**SCHEDULE "SML CC”**

**PAGE – 2 -**

MINIMUM BILL:

The minimum charge shall be the greater of:

1. The sum of Power Cost Charges as stated above.
2. The charge as may be specified in the Service Agreement.

TERMS OF PAYMENT:

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 701

Effective for bills rendered on and after January 1, 2020.

**EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION**

**CONTRACT RATE SERVICE**

**SCHEDULE "INT CCM”**

AVAILABILITY:

Throughout the Cooperative's service area to all qualified consumers located on or near the Cooperative’s multi-phase lines of adequate capacity, in accordance with the Cooperative's Service Rules and Regulations, and at the discretion of the Cooperatives’ Board of Directors, may be subject to the execution of a written Agreement for Electric Service between the Cooperative and the Consumer (the “Service Agreement”).

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

The Consumer shall be a member of the Cooperative and be bound by such rules and regulations as may from time to time be adopted by the Cooperative.

APPLICABILITY:

Applicable to crypto currency mining consumers that meet the following requirements:

1. As described in the Service Agreement, agree to take the electric service provided herein on an interruptible basis which may result in the complete curtailment of electric power and energy service, as determined in the discretion of either the Cooperative or the Consumer.
2. As described in the Service Agreement, agree to take the electric service provided herein on an hourly market energy price basis.

1. Have a connected electric load of 900 kW or greater and a measured kW demand of no greater than the Contract Capacity in the Service Agreement.

**CONTRACT RATE SERVICE**

**SCHEDULE "INT HLF”**

**PAGE -2-**

TYPE OF SERVICE:

Multi-phase service, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, or other voltages as might be mutually agreeable.

RATE (MONTHLY):

Power Cost Charges:

Energy Charge:

1. All Billing Energy @ Market Energy Price
2. Total Energy Charges from “A” times adder @ 10%

Facilities Charges:

A. Fixed fee per month $3,600 per month

B. All kWh for the billing period @ $.005 per kWh

Demand Charges:

All kW of Transmission Peak Billing Demand @ $ 2.75 per kW

DETERMINATION OF TRANSMISSION PEAK BILLING DEMAND:

For the billing months of January through December, the Transmission Peak Billing Demand shall be the Consumer's sixty-minute kW demand coincident with Georgia Transmission Corporation's five (5) highest non-holiday, weekddemands occurring during the twelve (12) months ending September 30 of the prior year. This component will be billed for any demand that occurs during the peak demand periods regardless and for any reason, including but not limited to, failure of the Consumer to avoid the peak demand periods or Cooperative to notify Consumer of peak demand periods.

**CONTRACT RATE SERVICE**

**SCHEDULE "INT HLF”**

**PAGE – 3 -**

DETERMINATION OF BILLING ENERGY:

The Billing Energy for each month shall be the actual metered energy in kWh having occurred in a calendar month.

DETERMINATION OF MARKET ENERGY PRICE

The Market Energy Price shall be determined by the Cooperative in accordance with the following formula:

MEP = {SUMh[h=1,m](MMPh \* Eh) / SUMh[h=1,m](Eh)}

Where;

**MEP** = Market Energy Price for the Month

**h** = each Hour of the Month from 1 to m

**m** = the number of Hours in the Month

**MMPh** = the Cooperative’s marginal market energy price, in hour h, as determined by the Cooperative’s wholesale power supplier.

**Eh** = the Consumer’s actual energy consumed, in hour h.

MINIMUM BILL:

The minimum charge shall be the greater of:

1. The sum of Power Cost Charges as stated above.
2. The charge as may be specified in the Service Agreement.

**CONTRACT RATE SERVICE**

**SCHEDULE "INT HLF”**

**PAGE – 4 -**

RATE (MONTHLY) ADJUSTMENTS:

During the Term of the Service Agreement, Cooperative shall periodically review all components of the above RATE (MONTHLY) and may revise, as necessary, such rate to ensure adequate recovery of the costs to provide service to the Consumer. Revisions may include, but are not limited to, changes in the power supply arrangements under which the Cooperative purchases power from its suppliers, or in the transmission arrangements providing for the delivery of power to the Cooperative. Power supply arrangements may include, but are not limited to, capacity requirements, exposure to market energy prices, and environmental regulations. Transmission arrangements may include, but are not limited to, determination of network service, distribution substation capacity requirements, ancillary services requirements and distribution facilities investment or cost.

TERMS OF PAYMENT:

A penalty of $5.00 or two percent (2%) whichever is higher will be added to the above rates in the event the current monthly bill is not paid on or before the date indicated on the bill.

Billing Code – Rate 702

Effective for bills rendered on and after March 1, 2023.

SERVICE RULES

AND

REGULATIONS



EXCELSIOR ELECTRIC MEMBERSHIP CORPORATION  
Metter, Georgia

***As Revised through February 16, 2023***

**\*The amount of all fees referenced in these Service Rules and Regulations are set forth in Schedule A (Fees).**

# - ELECTRIC SERVICE AVAILABILITY

## - Application for Membership

Any person, firm, association, corporation or public body shall sign a written application for membership and pay a membership fee, together with a nonrefundable account establishment fee and any service security deposit that may be required by the Cooperative. If the application is for retail electric service, the service recipient (hereinafter called “consumer”) shall agree to purchase from the Cooperative all central station electric energy used on the premises and to be bound by the Cooperative’s Articles of Incorporation and Bylaws and all rules, regulations and rate schedules established pursuant thereto, and pay the minimum monthly bill stated in the application or, in the event of a written contract for service, the minimum set forth in said contract. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative. A consumer may have any number of retail electric service connections under one membership.

## - Additional Service Connection

Consumers desiring additional service connections must pay a nonrefundable account establishment fee for each additional meter served. The account establishment fee may be added to the first month’s bill. A service security deposit may be required on any new service.

When any consumer requests 3 or more cut-ons for the same day, the multi-unit account establishment fee will apply to the 3rd and subsequent accounts. The multi-unit account establishment fee may be added to the first month’s bill.

## - Service Security Deposits

A service security deposit or suitable guaranty shall be collected in advance of connecting, reconnecting or waiving Cooperative’s right to disconnect any service with respect to which the Cooperative determines that such deposit or guaranty is needed to assure payment of the power bill.

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

### Type of service involved;

### Risk involved in a new business enterprise;

### The credit rating of the consumer;

### History of connects, disconnects, and reconnects for the involved consumer;

### Whether the premises are permanently fixed to the land or mobile and;

### Any other factor having a realistic bearing on the consumer’s financial dependability.

However, such deposit shall not ordinarily be more than the consumer’s estimated power bill for two months service except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to some unusual circumstance.

A deposit shall be refunded, without interest:

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

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

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

## - Prior Debts

The Cooperative shall not be required to furnish service to an applicant who, at the time of such application, is indebted to the Cooperative for service previously furnished applicant or is reasonably believed to be engaging in a conspiracy to deceive and defraud the Cooperative.

## - Service Transfer

Where, at the request of the consumer, service is to be transferred from one location to another location, the consumer requesting such transfer shall pay a nonrefundable service transfer fee.

# - GENERAL EXTENSION POLICY

## - Extension Classification - Overhead Extension

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

### Permanent Establishments

#### Residences, Public Buildings, and Churches (Single-Phase Service)

This classification includes residences, schools, public buildings, and churches requiring single-phase electric service on a permanent year-round basis. Permanent overhead single-phase electric service facilities will be extended to such establishments without any requirement of contribution in aid of construction or facilities extension deposit.

#### Commercial and Industrial Establishment and Three-Phase Service

This classification includes permanent commercial or industrial establishments and any other permanent establishments requiring three-phase service. Single-phase or three-phase service will be extended to such establishments pursuant to 201 A. 1, except that a supplemental written agreement and such contribution in aid of construction shall be required if the Cooperative determines such to be necessary.

### Mobile Homes

Mobile homes will be extended service on the same basis as provided in 201 A. 1 above, except:

#### For mobile homes requiring an extension of electrical service facilities of 1,000 feet or more from Cooperative’s present facilities, the Cooperative may require such contribution in aid of construction and facilities extension deposit as it deems necessary to make such extension feasible.

#### If not prohibited by the local permitting authority, an electric service extension may be provided for a mobile home not in place at the time service is constructed, SUBJECT to applicant’s payment of a working hours trip fee in advance to cover the additional cost of making a second trip and inspection to insure that all Code requirements are met.

### Temporary Service

This classification includes service for construction sites, camp sites, billboard signs and similar services. Temporary service of 120/240 volts, single-phase power will be furnished for construction or other purposes. Unless the consumer expects to take permanent service from the Cooperative, such service must be located within 200 feet of the Cooperative’s existing lines. Application for temporary service of more than 200 feet distance shall be handled on a reasonable nondiscriminatory basis. A nonrefundable temporary service fee will be required for the installation of each temporary service, this fee to be in addition to the membership fee and a nonrefundable account establishment fee and any service security deposit.

The consumer applying for temporary service will be required to supply pole and meter loop set at the desired location, with minimum clearance of twelve (12) feet above finished ground level. The consumer will be required to obtain his own inspection clearance for such installations.

Where temporary service is provided, and the Cooperative’s lines must later be retired at the termination of service, the applicant will pay the total cost of installation, plus the estimated removal cost, less the value of usable retired materials.

### Seasonal Establishments and Facilities and Supplemental Farm Loads, including but not limited to, Bulk Tobacco Barns, Chicken Houses, Barns, and Pig Parlors.

Single-phase electric service facilities will be extended up to 1,000 feet in the same terms and conditions as provided for in Section 201 A. 1, except:

#### Extension of such service may require the consumer to pay in advance to the Cooperative at least the annual minimum charge set forth in the rate schedule applicable to such facility.

#### The consumer shall, upon his termination of such service, be required to pay, at his option, the minimum charge applicable to such service under rate schedules from time to time established by the Cooperative for such facilities for a period from termination of service to a date five (5) years from the date that said service became available or in the alternative, the installation and removal costs, including a fair allocation of overhead expenses, less the reasonable salvage value of said facilities.

In addition to the foregoing, for service requiring an extension of facilities of more than 1,000 feet, the Cooperative may require such contribution in aid of construction and facilities extension deposit as it deems necessary to make such extension feasible.

### Pondhouses, Clubhouses, Mobile Homes used as such and Similar Services.

Single-phase overhead service shall be extended to such facilities within one primary span of existing Cooperative primary line on the same terms and conditions as provided for in Section 201 A. 1, except:

#### Applicant will sign a contract to take continuous service from the Cooperative for a period of five years and to pay for such services during such period based on the applicable rates and charges.

#### In addition to the foregoing, for services requiring the extension of facilities of more than one primary span away from existing Cooperative facilities, the Cooperative shall require the payment of contribution to enable construction in the amount equal to all costs, including a reasonable allocation of overhead, incident to the construction of the extension over and above the cost of construction of one primary span from the existing Cooperative facilities.

## - Underground Service Extension

Underground services are subject to special conditions and policies making it necessary to consult the Cooperative before wiring or rewiring the premises. When underground service is supplied, the Cooperative and the consumer will agree and designate the point at which the Cooperative’s underground lines will be connected to the consumer’s facilities.

Upon request, the Cooperative will, as nearly practical, install, own and maintain underground facilities under the same condition as it would overhead facilities, however, the Cooperative may require such contribution in aid of construction or such facilities extension deposits as the Cooperative determines to be necessary, to make such extension feasible. In deriving the cost to provide underground service, terrain, vegetation, accessibility, proximity of individual services, maintenance, operation, and other pertinent factors will be considered.

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

Upon request, the Cooperative will replace existing overhead service drop with underground service provided the owner or developer pays the total conversion cost incurred by the Cooperative.

## - Facilities Extension Ownership

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

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

The Cooperative shall have access to such property at all reasonable times. The consumer shall not commit or cause or permit any act that will or may result in damage to or loss of such property or in the loss of life or injury to any person, or the loss or damage to any other property, in relation to such property.

## - Standby Power

No retail electric power sold by the Cooperative shall be used as a reserve or standby service, or in any way in conjunction with any other source of power, without the Cooperative’s prior written consent.

## - Resale of Power

Consumers shall not directly or indirectly resale electric energy for any purpose, except that in the case of rental facilities, the cost of utilities may be included in the rent charged the tenant. Consumers shall not divert electric energy to other premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the Cooperative, and by state or local laws, rules and codes.

## - Scheduled Outages

Whenever service is to be interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the consumer.

## - Service Interruptions

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member’s equipment caused by any failure to supply electricity or by an interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply. When a consumer experiences interruption in electric service, he should first check all fuse boxes and trip switches on the property. If the trouble is not found to be on the premises, then the Cooperative should be called immediately. The number to call in Metter is (912) 685-2115, and in Statesboro, (912) 764-2123. Service crews will be dispatched to the trouble as soon as possible.

When a consumer reports a power interruption resulting in the Cooperative sending personnel to the location to restore service and the cause of the interruption was the consumer’s, the consumer responsible for the call will be charged a working hours trip fee or an after working hours trip fee.

## - Extension Access

The Cooperative shall not extend, maintain or operate its line, service wire and connections to any premise unless it determines that it has safe, lawful, reliable and convenient access to same.

# - SERVICE CONNECTIONS, MEMBER WIRING AND MEMBER EQUIPMENT

## - Service Connections

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

The location of the service cut-in shall be at the closest, most economical, safest and convenient location as determined by the Cooperative. The consumer shall provide suitable means of supporting service wires to his building which will provide the minimum ground clearance and give adequate clearance over driveways and other obstructions as provided by the National Electrical Code. The Cooperative shall not be required to build without cost to the applicant more service line than is necessary to reach the cut-in point 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 consumer’s building, central distribution point, or the meter.

## - General Wiring Requirements

Each consumer shall be responsible for and shall indemnify the Cooperative against injury, loss, or damage resulting from any defect 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.

## - Member Equipment

### Electric Motors

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

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 consumers who receive service from the same circuits or transformers. 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 protections against such reversal or phase failure.

### Electric Generators

Where auxiliary or breakdown service is installed by the consumer to provide emergency power, parallel operation of the consumer’s generating equipment with the Cooperative’s system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

### Electric Welders and Miscellaneous Devices

Consumers desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative’s equipment or the service to other consumers.

The Cooperative must be consulted before the purchase or installation of the equipment.

### Consumer Responsibility for Protection Devices

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

## - 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 consumer.

Where the overall power factor of the consumer’s load is less than 90% lagging, the Cooperative may require the consumer to install at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

## - Phase Load Balance

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

# - CONSUMER RATE CLASSIFICATION

## - 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 consumer are plainly set forth in the Cooperative’s published rate schedule. The choice of such rates lies with the consumer.

The Cooperative will at any time upon request advise any consumer as to the rate adapted to existing or anticipated service requirements as defined by the consumer, but the Cooperative does not assume responsibility for the selection of such a rate or for the continuance of the lower annual cost under the rate selected should the volume or character of service change.

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

## - 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 at either the headquarters or district office of the Cooperative.

# - METERING

## - Electric Meters

All meter bases shall be installed at the service cut-in point as located pursuant to Section 301 hereof on an exterior surface as nearly as possible at eye level and in no case above 6 ft. of finished grade.

Consumer shall not in any way enclose said meter or otherwise restrict, curtail or limit the Cooperative’s access to said meter. Should consumer desire to enclose an area where the meter is located, consumer shall, at his own expense, provide a new service cut-in point and meter base complying with this paragraph at a location acceptable to and approved by the Cooperative.

A meter pole shall be provided by the consumer in any case where a suitable building for mounting the meter is not available.

The Cooperative will furnish the meter socket.

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

## - Meter Reading

Electric meters of the Cooperative with Advanced Metering Infrastructure (AMI) system capability shall be recorded monthly on a prearranged schedule for determining corresponding energy use for billing. Recording dates may vary slightly from month to month due to weekends, holidays and other factors. The electric usage of consumers who are utilizing the Cooperative’s Pre-Pay Service Rate will be measured and billed on a “real time” instantaneous basis.

Electric meters of the Cooperative without AMI system capability shall be read monthly by Cooperative personnel on a pre-arranged schedule. Reading dates may vary slightly from month to month due to weekends, holidays, weather conditions and other factors.

Where a meter reading cannot be recorded or where a meter cannot be read on the scheduled date, the meter reading and corresponding energy use for the month will be estimated based on usage by the consumer in previous months. Since meter readings are continuous from month to month, any error in such estimate should automatically be corrected in the next subsequent month when the meter is actually read.

The Cooperative shall not be obligated to make adjustments to an account in subsequent months which were due to variations in meter recording or reading date or estimated readings which were beyond the control of the Cooperative.

## - Incorrect Reading of Meter

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

## - Failure of Meter to Register Correctly

If a meter fails to register correctly, the consumer will be billed on an estimated consumption, which will be based on the previous usage of the consumer. 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.

## - Meter Tests

The Cooperative will, upon request, test the accuracy of a consumer’s meter upon the consumer paying a meter test deposit, said deposit to be applied against the cost of the test. If the meter, upon testing, is found to be more than 2% (plus or minus) in error, the deposit shall be applied to the consumer’s electric account, and the consumer’s bill will be adjusted for not more than the three months immediately preceding the test.

# - BILLING

## - Billing Period and Payment of Bills

All consumers, except prepay consumers, shall be billed monthly. Statements will be prepared and mailed for each billing cycle on a pre-arranged schedule.

All bills shall be due and payable upon rendering. Failure to receive an electric statement does not release the consumer from payment obligation.

When payment is made by credit card, debit card or electronic check (echeck) a convenience fee will be added above and beyond the total amount due. There is a limit of $500 per transaction and consumers are limited to three transactions per month.

If the bill has not been paid fifteen (15) days after the bill date, the consumer will be sent a delinquent notice which shall notify the consumer of the payment deadline date. If payment is not received on or prior to the payment deadline date as shown on the delinquent notice, service shall be subject to disconnection without further notice.

In the event a payment extension is granted beyond the cutoff date, a payment extension fee will be added to pay the cost of record keeping.

To the extent that a provision of any consumer contract differs from one or more provisions of this Rule, the provisions of the consumer contract shall supersede and control.

## - Collection, Disconnection for Failure to Pay and Reconnection Fee

Consumers whose accounts remain unpaid after the payment deadline date for any previous month’s usage may be field collected and a working hours trip fee will be added to the past due amount. Unless the past due amount is paid in full, plus the working hours trip fee, the service shall be disconnected.

All consumers whose service has been disconnected for failure to pay their bills and accrued fees in accordance with the provisions of these Rules shall be required to pay a reconnection fee plus the past due amount prior to reconnection. Reconnections requested and made using a Remote Disconnect (RD) meter when available shall be made only upon the consumer paying or if after working hours agreeing to pay before 1:00 P.M. the next Cooperative work day the past due amount plus an RD meter reconnection fee.

Any consumer that fails to pay the past due account and RD meter reconnection fee before 1:00 P.M. the next Cooperative work day will have service disconnected again without further notice using the RD meter. The consumer so disconnected this second time must make actual payment of the past due account, plus the RD meter reconnection fee above and an additional RD meter reconnection fee before service will be reconnected. Reconnections requested prior to 3:30 P.M. and requiring a trip to field collect the payment due will require the consumer to pay a working hours trip fee also. Reconnections requested after 3:30 P.M. and requiring a trip to field collect the payment due will require the consumer to pay an after working hours trip fee also.

Reconnections requested prior to 3:30 P.M. where an RD meter is not available will require the consumer to pay a working hours trip fee. Reconnections requested after 3:30 P.M. where an RD meter is not available will require the consumer to pay an after working hours trip fee.

**700 – PREPAY SERVICE**

**701 – Billing and Payment**

“Prepay Service” is electric service provided pursuant to the Cooperative’s Pre-Pay Residential Service Rate Schedule. Consumers receiving electric service through the Pre-Pay Service Rate (“Prepay consumers”) shall pay in advance for the consumption of electricity and self-manage the amount and timing of payments in order to maintain continuous electric service (if desired). If payments are not made in the means permitted by these Rules before the consumer’s prepaid balance is depleted, electric service will be subject to immediate and automatic suspension. Monthly fees as set forth in the Rate Schedule and/or Schedule of Fees shall apply.

Prepay consumers consent to receive all notices regarding billing, account balance, service suspension, service disconnection and other communications electronically through the method(s) chosen by the Prepay consumer from the following options: e-mail, mobile phone text message (SMS), automated “Push” notification, and/or automated telephone message. Failure to receive any communication does not release the consumer from its obligations to the Cooperative. The Prepay consumer is responsible for providing the Cooperative with correct contact information and for notifying the Cooperative in advance of any changes in contact method(s). Prepay Service account balances are available online at www.ExcelsiorEMC.com, by telephone, and may be obtained in person at the Cooperative’s offices during office hours.

**702** -  **Collection, Suspension for Zero Balance, Termination and Reconnection**

The Cooperative typically reads all meters electronically and remotely on a daily basis. Upon reading the meter, the Prepay consumer’s power consumption is calculated and a corresponding dollar amount for consumption based on the applicable Rate Schedule is deducted from the Prepay consumer’s prepay balance. When a prepay balance reaches zero or becomes negative, the electric service to the Prepay consumer will be subject to automatic suspension, except in exigent circumstances or as otherwise provided by Cooperative policy. (If service continues for any reason, a negative balance will accrue and be payable prior to reconnection.) Service may remain suspended for up to fourteen (14) days (or more, if termination of membership and service is deferred due to a holiday or other reason), and the Prepay consumer shall remain a Member and may reinstate electric service by making a payment sufficient to bring the Prepay consumer’s account balance to the minimum balance required. A Prepay consumer whose service has been automatically suspended for fourteen (14) or more days is subject to termination of electric service and Membership, and all rights associated therewith. After termination of electric service and Membership, any request for reconnection shall be treated as a new application for service and all fees applicable to new services shall apply.

# - EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY

## - Member to Grant Easements to Cooperative if Required

Each consumer shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easements or rights-of-way over, on and under such lands owned by the consumer, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or for the construction of other facilities necessary for furnishing service to others or for transmitting power between two or more otherwise unconnected points on the Cooperative’s system.

## - Right Of Access

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

## - Cooperative Property

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The consumer shall exercise proper care to protect the property of the Cooperative on his premises and, in the event of loss or damage to the Cooperative’s property arising from neglect of the consumer to care for same, the cost of necessary repairs or replacement shall be paid by the consumer.

No person or organization shall install or attach any wire, signs, or other material or equipment to any of the Cooperative’s poles, conductors or other fixtures.

# - GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

1. 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 to the Cooperative, and cessation of any non-compliance with his membership obligations; all as of the effective date of withdrawal; and either:

#### Removal to other premises not furnished service by the Cooperative; or

#### Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative pursuant to his membership.

### Giving the Cooperative three days notice in person, by phone, or in writing provided such notice does not violate contractual obligation. The consumer is responsible for all energy used at this meter location until such proper notice of desire to discontinue service has been given the Cooperative.

1. Upon such withdrawal, the membership fee and deposits then held by the Cooperative will be refunded or applied against any unpaid balance owed to the Cooperative.

# - MISCELLANEOUS

## - Retirement of Services

1. Excelsior Electric Membership Corporation shall retire idle services consistent with sound utility practices and policies of the Rural Utilities Service, but shall not retire idle services when and if the effect of retirement would diminish in any significant manner the territory in which the Cooperative may serve under the Georgia Territorial Electric Service Act.
2. Idle Primary Lines shall be retired upon request of a consumer provided that such retirement does not adversely affect the ability of the Cooperative to serve other consumers and the consumer requesting such retirement pays the cost thereof, including a reasonable allocation of overhead expense to such removal, and provided a reservation of easement is secured without cost to the Cooperative. Provided, further, that such removal shall not diminish the territory in which the Cooperative may serve under the Georgia Territorial Electric Service Act.

## - Office Locations and Service Hours

The Cooperative’s Headquarters office is at Metter, Georgia. A district office is located at Statesboro, Georgia.

Routine and regular service work shall be performed during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday only, except that no routine and regular service work will be performed on holidays observed during this period. Same day connections will be made at no cost within five hours of application when RD meters are installed and available. Connections requiring a field trip will be performed the next business day at no charge. Immediate connection (within one hour) may be provided if an RD meter is installed and available provided that an immediate connection fee is paid. Same day connections requiring a field trip shall be made at the discretion of the Cooperative, but only upon the precondition that the consumer making the request pay an after working hours trip fee and the Cooperative determines that the connection can be made in two hours time, or less, including travel time.

Emergency service work is performed 24 hours a day, seven days a week.

Service personnel may be reached by calling Metter, (912) 685-2115, or Statesboro, (912) 764-2123.

## - Other Reasons for Disconnection

### Retail electric service will be disconnected immediately and without notice for the following reasons:

#### Discovery of meter tampering

#### Diversion of electric current

#### Use of power for unlawful reasons

#### Discovery of a condition determined by the Cooperative to be hazardous

#### Refusal of access to consumer’s meter or if access thereto is obstructed or hazardous

### Retail electric service will be reconnected in the above cases under the following conditions:

#### Correction of infraction

#### Payment of any unmetered current if applicable

#### Payment of applicable reconnection fee

#### Payment of a meter investigation and a working hours trip fee or an after hours trip fee in case of Al or A2 above

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

#### Payment of old debt

### Retail electric service may be disconnected, but only after notice and reasonable time to comply with infraction has been allowed, for the following reasons:

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

#### For non-compliance with by-laws, rules and regulations of the Cooperative

#### For any conduct that is reasonably believed to be intended to deceive, or defraud the Cooperative or to avoid payment of a debt for service for which the member is legally responsible.

Retail electric service disconnected for above reasons will be reconnected upon correction of infractions under same conditions as if consumer had requested disconnection.

## - Returned Checks

When a check received in payment of a consumer’s account is returned unpaid by the bank for any reason (not the fault of the Cooperative) the Cooperative will notify such consumer by mail. A returned check fee will be added to the consumer’s account to cover the additional cost involved in processing the returned check.

The receipt of a returned check will not be considered the receipt of payment, and shall create a delinquent account and the provisions of these Rules regarding delinquent accounts shall apply. If a returned check is given as payment to prevent the disconnection of service, service will be disconnected without additional notice. After such disconnection, the reconnection fees set forth in these Rules shall also apply. If a returned check is field collected, a working hours trip fee will be assessed for the collection trip.

Receipt by Cooperative from consumer of two (2) or more “bad” or “insufficient funds” checks within a period of 13 months shall entitle the Cooperative to require of consumer the payment of all bills and charges by cash, certified check or money order for such a period as Cooperative determines. The mere acceptance of one or more checks by Cooperative after consumer is required to make payments in this manner shall not waive or stop the Cooperative from thereafter requiring strict compliance with this provision.

## - Extension of Credit

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

### When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, or that extension of credit for a fixed time, or arrangement for installment payment of a bill will not unduly impair the Cooperative’s ability to effectuate final collection of the bill; or

### 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

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

### When it is determined that the consumer has maintained a high credit rating with the Cooperative and the risk involved in extending the credit will not jeopardize the ability of the Cooperative to collect the full amount of the bill.

## - Disputed Debts

Consumer shall notify the Cooperative, prior to the delinquent date stated on the electric statement, of any disputed amount on his or her bill, and consumer shall provide whatever information or facts are available in support of the dispute as an aid to the Cooperative in investigating the inquiry. Prompt and timely information from the consumer will not obligate, but may permit, the Cooperative to postpone the due date for the disputed amounts or allow special arrangements for payment until the dispute is investigated. The Cooperative will investigate disputed bills and may, in its discretion, hold a hearing regarding such disputed bills. If it is determined that the consumer has been overcharged, the Cooperative will make a proper refund or credit to the consumer’s account. Service will not be disconnected during the Cooperative’s investigation provided the consumer is current on his payments for service provided during the dispute. If consumer fails to keep current on his payments for service provided during the dispute process, Cooperative shall terminate consumer’s service without notice.

**1007 - Places, Methods and Means of Payment for Electric Service**

Consumers may pay or prepay for electric service at the places and by the methods and means listed in Appendix A.

Schedule A - Fees

|  |  |  |
| --- | --- | --- |
|  | Description | Amount |
|  |  |  |
| 1 | Membership | 25.00 |
| 2 | Account Establishment | 30.00 |
| 3 | Multi-Unit Account Establishment | 20.00 (per unit) |
| 4 | Service Transfer | 30.00 |
| 5 | Temporary Service | 200.00 |
| 6 | Working Hours Trip Fee | 90.00 |
| 7 | After Working Hours Trip Fee | 140.00 |
| 8 | Immediate Connection | 30.00 |
| 9 | Meter Test Deposit | 90.00 |
| 10 | Convenience Fee | 4.00 |
| 11 | Payment Extension | 23.00 |
| 12 | RD meter Reconnection | 90.00 |
| 13 | Meter Investigation | 500.00 |
| 14 | Returned Check | 30.00 |
| 15 | Pre-pay minimum balance required | 5.00 |

**APPENDIX “A”**

**Places and Methods of Payment**

**Means of Payment**

Consumers may pay or prepay for Electric Service as follows:

1. In person at Cooperative’s offices, during regular office hours.
2. By phone.
3. Online at www.ExcelsiorEMC.com.
4. In person at self-serve credit and debit card payment kiosks located at the Cooperative’s offices in Metter and Statesboro (and such other locations as may be established by the Cooperative and posted at www.ExcelsiorEMC.com).
5. By mail to the address indicated on the bill, postage prepaid. Prepay consumers are responsible for ensuring that mailed payments are received by the Cooperative before the pre-pay balance reaches zero.
6. Automatically by bank draft or credit card following enrollment in the automatic bank draft or credit card payment plan.
7. The telephone and website payment methods are available 24 hours a day, seven days a week, except for temporary unavailability due to maintenance, upgrades and circumstances out of the Cooperative’s control.

Payments made via methods not listed as approved above, such as through commercial bill pay services, are not effective until physical receipt of the payment by the Cooperative. Prepay consumers are responsible for ensuring all payments are received by the Cooperative before the pre-pay balance reaches zero. All consumers are responsible for ensuring all payments are received by the Cooperative on or before the due date.

Consumers may pay for Electric Service by the following means:

1. Payment by cash, check, credit card or debit card at the Cooperative’s offices or third party payment centers.
2. Payment by credit card, debit card or echeck through the Cooperative’s website and automated phone payment system.
3. Payment by credit card or debit card at the Cooperative’s self-serve payment kiosk.
4. Payment by automatic bank draft pursuant to a valid written authorization signed by the consumer.

5. In person through an authorized payment platform.