



# Habersham Electric Membership Corporation

6135 State Hwy. 115 W., Clarkesville, GA 30523-6761 Phone (706) 754-2114 or (800) 640-6812

---

June 13, 2023

Ms. Sallie Tanner  
Executive Secretary  
Georgia Public Service Commission  
244 Washington Street, Southwest  
Atlanta, GA 30334

RE: Docket Number 31536 – Habersham EMC Filing of Tariffs

Dear Ms. Tanner:

Habersham EMC is filing all of our current tariffs and Habersham EMC's Service Rules and Regulations.

Enclosed with this letter you will find the following two sealed envelopes:

- (1) Envelope marked "Habersham EMC's PSC Filing – For Public Disclosure". This envelope contains paper copies of Habersham EMC's tariffs and Service Rules and Regulations along with paper copies of the redacted Habersham EMC's PSC Confidential filings.
- (2) Envelope marked "Habersham EMC's PSC Confidential Filing – Do Not Disclose". This envelope contains paper copies of all tariffs and a paper copy of Habersham EMC's Service Rules and Regulations. **This envelope contains trade secrets which should not be disclosed.**

If you have any questions or concerns about this filing, please contact Kelly Wilkins at (706) 839-4138. As of the date of this letter, all of Habersham EMC's tariff filings are up to date.

Sincerely,

Bryan Ferguson  
President/CEO

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION****SCHEDULE "A-15"  
FARM AND HOME SERVICE****AVAILABILITY**

Available to farm and home consumers for all farm and home uses subject to the established Service Rules and Regulations of the Corporation.

**APPLICABILITY**

Applicable for residential, farm, and church use and for use incidental thereto. Applicable also to small community and public facilities not privately owned with transformer requirements of 25 kVA or less. The capacity of individual motors served under this schedule shall not exceed 10 horsepower.

After the consumer has received service hereunder for at least twelve billing periods, and annually thereafter, the Corporation will examine the consumer's electric load characteristics and may transfer the consumer to a more appropriate rate schedule applicable to similarly situated consumers based on energy usage and load factor criteria established from time to time by the Corporation.

**TYPE OF SERVICE**

Single-phase (1Ø), 60 hertz at the following standard voltages: 120/240, or other voltages as might be mutually agreeable.

**RATE (MONTHLY)**

WINTER – October through May

Service Charge @ \$30.00 per month

Energy Charge:

First 700 kWh @ 10.54¢ per kWh

Over 700 kWh @ 11.24¢ per kWh

SUMMER – June through September

Service Charge @ \$30.00 per month

Energy Charge:

First 700 kWh @ 10.54¢ per kWh

Next 300 kWh @ 11.24¢ per kWh

Over 1,000 kWh @ 13.24¢ per kWh

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge under the above rate shall be \$30.00 where 25 kVA or less of transformer capacity is required. For consumers requiring in excess of 25 kVA of transformer capacity, the above minimum charge will be increased 75¢ for each additional kVA, or fraction thereof supplied by the Corporation.

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-6."

**LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of five percent (5%) of the current monthly bill will be added.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE "A-RS-16"  
RESIDENTIAL SEASONAL SERVICE**

**AVAILABILITY**

Available in all territory served by the Corporation, in accordance with the Corporation's Service Rules and Regulations.

**APPLICABILITY**

Applicable for Seasonal Residential, Regular Residential, and three-phase total electric church use and for use incidental thereto. The capacity of individual motors served under this Schedule shall not exceed 10 horsepower, without the consent of the Cooperative.

**TYPE OF SERVICE**

Single-phase or three-phase churches, 60 hertz at the following standard voltages: 120/240 or other voltage as might be mutually agreeable.

**RATE (MONTHLY)**

WINTER – October through May		
Service Charge	@	\$40.00 per month
Energy Charge:		
First 700 kWh	@	10.99¢ per kWh
Over 700 kWh	@	11.69¢ per kWh
SUMMER – June through September		
Service Charge	@	\$40.00 per month
Energy Charge:		
First 700 kWh	@	10.99¢ per kWh
Next 300 kWh	@	11.69¢ per kWh
Over 1,000 kWh	@	13.69¢ per kWh

**MINIMUM CHARGE (MONTHLY)**

The minimum monthly charge under the above rate shall be \$40.00 where 15 kVA or less of transformer capacity is required. For consumers requiring in excess of 15 kVA of transformer capacity, the above minimum charge will be increased 75 Cents for each additional kVA, or fraction thereof, supplied by the Corporation.

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-7".

**LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of five percent (5%) of the current monthly bill will be added.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION****SCHEDULE "A-RC-4"  
RESIDENTIAL CONSERVATION****AVAILABILITY**

Available in all territory served by the Corporation, subject to the Corporation's Service Rules and Regulations.

**APPLICABILITY**

Applicable only for all single-phase residential use supplied through one meter. The capacity of individual motors served under this Schedule shall not exceed ten (10) horsepower without consent from the Corporation.

This rate is optional with the Residential Service Schedule "A-15" and "A-RS-16" and may be elected on an annual basis by any consumer whose home electrical energy requirements are furnished by electric service purchased hereunder; and further provided that recommended energy conservation and load management requirements are met.

After the consumer has received service hereunder for at least twelve billing periods, and annually thereafter, the Corporation will examine the consumer's electric load characteristics and may transfer the consumer to a more appropriate rate schedule applicable to similarly situated consumers based on energy usage and load factor criteria established from time to time by the Corporation

**TYPE OF SERVICE**

Single-phase (1Ø), 60 hertz at the following standard voltages: 120/240, or other voltages as might be mutually agreeable.

**RATE (MONTHLY)**

WINTER – October through May

Service Charge @ \$46.50 per month

Energy Charge:

First 1,000 kWh @ 8.365¢ per kWh

Over 1,000 kWh @ 11.365¢ per kWh

SUMMER – June through September

Service Charge @ \$46.50 per month

Energy Charge:

First 1,000 kWh @ 8.365¢ per kWh

Over 1,000 kWh @ 13.865¢ per kWh

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge under the above rate shall be \$46.50 where 25 kVA or less of transformer capacity is required. For consumers requiring in excess of 25 kVA of transformer capacity, the above minimum charge will be increased 75¢ for each additional kVA, or fraction thereof supplied by the Corporation.

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-7."

**LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of five percent (5%) of the current monthly bill will be added.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION****SCHEDULE "BC-10"  
COMMERCIAL SERVICE****AVAILABILITY**

Available in all territory served by the Corporation subject to the established Service Rules and Regulations of the Corporation.

**APPLICABILITY**

Applicable to small power service including commercial, industrial and municipal pumping service up to 100 kVA of installed transformer capacity.

**TYPE OF SERVICE**

Single-phase (1 $\emptyset$ ), or multi-phase service, 60 hertz at the following standard voltages: 120/240, 120/208, 277/480, 240/480, or other voltages as might be mutually agreeable.

**RATE (MONTHLY)**

Service Charge	@	\$35.00 per month
Demand Charge		
All kW over 20 kW	@	\$ 4.50 per kW
Energy Charge:		
First 1,000 kWh	@	10.478¢ per kWh
Over 1,000 kWh	@	11.978¢ per kWh

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-7."

**DETERMINATION OF DEMAND**

The billing demand shall be the maximum kilowatt-demand established by the consumer for any period of 30 consecutive minutes during the month for which the bill is rendered 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 Corporation deems it necessary. Such adjustments will be made by increasing the measured demand once percent (1%) for each one percent (1%) by which the average power factor is less than 90% lagging.

**MINIMUM MONTHLY CHARGE**

1. Single-phase service:
  - a. \$35.00 where 15 kVA or less transformer capacity is required. For services that require more than 15 kVA transformer capacity, the minimum monthly charge may be increased 75¢ per kVA, or fraction thereof, of additional capacity supplied by the Corporation; or
  - b. As may be specified in a supplemental contract between the Corporation and consumer.
2. Multi-phase service:
  - a. \$39.25 where 15 kVA or less transformer capacity is required. For services that require more than 15 kVA transformer capacity, the minimum monthly charge may be increased 75¢ per kVA, or fraction thereof, of additional capacity supplied by the Corporation; or
  - b. As may be specified in a supplemental contract between the Corporation and consumer.

**TEMPORARY SERVICE:**

Temporary service such as service to fairs and carnivals 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.

**LATE PAYMENT CHARGE:**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of five percent (5%) of the current monthly bill will be added.

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION****SCHEDULE "CS-9"  
COMMERCIAL SERVICE****AVAILABILITY**

Available in all territory served by the Corporation subject to the established Service Rules and Regulations of the Corporation.

**APPLICABILITY**

To all multi-phase electric service (including municipal pumping) of one standard secondary voltage required on customer's premises, delivered at one point and metered at or compensated to that voltage. No service rendered hereunder may be resold nor transmitted to other premises, either directly or indirectly, without express consent of the Corporation, and then only upon condition that the energy resold is not sub-metered.

**TYPE OF SERVICE**

Single-phase (1 $\emptyset$ ), or multi-phase service, 60 hertz at the following standard voltages: 120/240, 120/208, 277/480, 240/480, or other voltages as might be mutually agreeable.

**RATE (MONTHLY)**

Service Charge	@	\$40.00 per month
All consumption in first 200 kWh per kW of Billing Demand:		
First 1,500 kWh	@	15.940¢ per kWh
Next 8,500 kWh	@	14.220¢ per kWh
Over 10,000 kWh	@	11.220¢ per kWh
All consumption between 200 and 400 kWh per kW of Billing Demand:	@	8.470¢ per kWh
All consumption in excess of 400 kWh per kW of Billing Demand:	@	7.470¢ per kWh
Excess Reactive Demand	@	\$ 0.20 per kVAR

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-7."

### **MINIMUM MONTHLY CHARGE**

- A. The greater of:
1. \$40.00 per meter plus \$4.55 per kW of Billing Demand in excess of 5 kW
  2. \$.75 per kVA of installed transformer capacity
  3. The contract minimum
- B. Athletic Field Lighting:  
\$27.00 per meter for lighted athletic fields, provided service is limited to the field lighting equipment itself and such incidental load as may be required to operate coincidentally with field lighting equipment, or contract minimum.

### **DETERMINATION OF DEMAND**

The Demand shall be based on the highest 30-minute kW measurements in the current month and the preceding eleven (11) months. The kW demand shall be the greatest of (1) the current actual demand or (2) eighty percent (80%) of the highest demand occurring in any previous applicable summer month (June through September) or (3) sixty-five percent (65%) of the highest demand occurring in any previous applicable winter month (October through May). In no case shall the demand be less than the contract minimum nor less than 5 kW.

### **REACTIVE DEMAND ADJUSTMENT**

Where Demand is expected to exceed 50 kW, the Corporation may install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Corporation shall bill to the customer the excess kVAR, that portion of kVAR which is in excess of one-half the measured kW on the current month, at \$0.20 per kVAR.

### **LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of two percent (2%) of the current monthly bill will be added.

### **TERM OF CONTRACT**

Not less than one year up to and including 500 kW maximum anticipated 30-minute kW, nor less than (5) years over 500 kW maximum anticipated 30-minute kW.

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE HLF-14  
HIGH LOAD FACTOR LARGE POWER SERVICE**

**AVAILABILITY**

Throughout the Corporation's service area, in accordance with the Corporation's Service Rules and Regulations and subject to the execution of a contract for service mutually agreed upon by the Corporation and the consumer.

**APPLICABILITY**

Applicable to all electric service of one standard secondary voltage required on consumer's premises, delivered at one point and metered at or compensated to that voltage. No service rendered hereunder may be resold, nor transmitted to other premises, either directly or indirectly without the express consent of the Corporation. Should the following requirements not be met, the consumer will be placed on the Corporation's General Service Rate.

1. Three-phase, 60 hertz, at a standard voltage and the consumer's load must be metered so that load data can be totalized on an hourly basis.
2. The consumer must have a connected load of 900 kW or greater and maintain a billing load factor of 65% or greater. Billing load factor shall be computed annually using the 12 month ending September 30 of the previous year. These requirements will be satisfied if both conditions are met in either of the past two years. Consumer loads not previously served by the Corporation may satisfy this requirement with estimated data. Billing load factor shall be computed as the annual amount of energy consumed during the 12-month period divided by the product of the consumer's average kilowatt demand coincident with Oglethorpe's 20 highest demands during Peak Period Notification Hours and the number of hours in the 12-month period.

**TYPE OF SERVICE**

Service shall be provided as set forth in the contract for service between the Corporation and the consumer.

**RATE (MONTHLY)**

[REDACTED]

**MINIMUM MONTHLY BILL**

The Minimum Monthly Bill shall be the greater of:

1. The sum of Base, Facilities, Demand and Energy charges stated in the above Rate provision.
2. The charge as may be specified in the Contract for Service between the Corporation and the consumer.

**DISTRIBUTION FACILITIES INVESTMENT**

The Distribution Facilities Investment is the total investment (including any net replacements made from time to time) in electric plant facilities installed by the Corporation for providing electric service to the consumer. Such facilities shall include both specific and reasonable allocable investment amounts.

**MONTHLY CARRYING CHARGE**

The Monthly Carrying Charge of [REDACTED] stated in the above Rate provision is based upon information as of the effective date and may be revised to reflect current investment-related cost of providing service hereunder.

### **DETERMINATION OF DEMAND**

The billing demand shall be the maximum kilowatt-demand established by the consumer for any period of 60 consecutive minutes during the month for which the bill is rendered and adjusted for power factor as provided hereafter.

### **BILLING UNIT ADJUSTMENT**

An estimate of the transformation and line losses shall be made and such losses may be added to the consumer's metered billing units before the computation of charges as stated above.

### **REACTIVE DEMAND ADJUSTMENT**

The Corporation may install metering equipment to measure Reactive Demand. The Reactive Demand is the highest sixty-minute kVAR measured during the month. The Corporation shall bill the consumer ■ per kVAR for excess reactive demand, defined as that portion of kVAR which is in excess of one-half the measured NCP demand for the current month.

### **INITIAL SERVICE PERIOD CONSIDERATION**

For existing loads newly receiving service hereunder and not previously metered on an hourly basis, the Demand shall be based on estimates developed by the Corporation.

### **WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "PA-7."

### **WHOLESALE RATE ADJUSTMENT**

Should there be any change in the wholesale rate under which the Corporation purchases power from its power suppliers, the Corporation reserves the right to modify the charges and provisions stated herein correspondingly.

### **LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of two percent (2%) of the current monthly bill will be added.

**TERM OF CONTRACT**

The term of contract shall be that set forth in the contract for service between the Corporation and the consumer.

**MEMBERSHIP**

The consumer shall become a member of the Corporation, shall pay the membership fee, and be bound by such rules and regulations as may from time to time be adopted by the Corporation.

The consumer acknowledges that, while the Corporation is required by statute and by its by-laws to operate as a non-profit corporation, the Corporation is required by statute and by its by-laws to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the consumer will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual costs of service rendered hereunder and for an appropriate share of the outstanding obligations of the Corporation. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the Corporation be prevented from so doing by any authority or agency having jurisdiction in the premises, it shall compute the consumer's capital credits by determining the actual costs and expenses assignable and allocable to the consumer for its service hereunder and shall assign capital credits to the consumer accordingly.

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**

**SCHEDULE "TSS-15"  
TOTALIZED SCHOOL SERVICE**

**AVAILABILITY**

Available in all territory served by the Corporation, in accordance with the established Service Rules and Regulations of the Corporation and subject to the execution of a written agreement for electric service between the Corporation and the consumer.

**APPLICABILITY**

Applicable to County Boards of Education for service to school facilities at mutually agreed upon metering locations for totalized billing purposes.

**TYPE OF SERVICE**

Service shall be single-phase or multi-phase, 60 hertz, at standard voltages or at other voltages as mutually agreeable.

**RATE (MONTHLY)**

[REDACTED]

[REDACTED]

[REDACTED]

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the greater of the following:

1. The sum of the charges contained in the above provision entitled RATE (MONTHLY).
2. The charge as may be specified in the agreement for electric service between the Corporation and the consumer.

**WHOLESALE POWER ADJUSTMENT**

The above rates shall be increased or decreased subject to the provisions of the Corporation's Wholesale Power Adjustment "WPA-7."

**DEFINITION OF BILLING LOCATION**

The Billing Locations to which the Base Charge shall apply will be determined by the number of metering points through which service is rendered hereunder, provided however, that the Corporation may combine certain metering points when in its judgement, those metering points exist for the sole benefit or convenience of the Corporation.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand shall be the sum of the maximum kilowatt-demands established at each metering point for any period of 30 consecutive minutes during the month for which the bill is rendered and adjusted for power factor as provided hereafter.

**POWER FACTOR ADJUSTMENT**



**TAX ADJUSTMENT**

In addition to all other charges contained herein, the consumer shall pay any sales, use, franchise or other tax now or hereafter applicable to the service rendered hereunder or imposed on the Corporation as a result of such service; provided, however, that no such tax shall be charged if the consumer has furnished to the Corporation evidence of the consumer's exemption from liability for such tax.

**LATE PAYMENT CHARGE**

In the event the current monthly bill is not paid within fifteen (15) days from the billing date, a late payment charge of two percent (2%) of the current monthly bill will be added.

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**

**WHOLESALE POWER ADJUSTMENT  
SCHEDULE "PA-7"**

The rates of the Corporation which refer to this schedule shall be increased or decreased in accordance with the following formula:

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

$$WPA = \frac{C - (0.08423 \times P) - RM - DR}{S}$$

Where:

- WPA = Wholesale Power Adjustment factor.
- C = Total estimated cost of power in dollars to be purchased by the Corporation for the twelve-month period.
- P = The estimated total kilowatt-hours to be purchased by the Corporation for the twelve-month period.
- RM = Reduction in power cost for the twelve-month period resulting from the amortization of amounts contributed to the Oglethorpe Power Corporation 5 for 5 Rate Management Program, if any.
- DR = Amount of deferred revenue recognized by the Corporation for the twelve-month period, if any.
- S = Total estimated kilowatt-hours to be sold by the Corporation for the twelve-month period.
- \$0.08423 = The average cost of wholesale power per kilowatt-hour purchased by the Corporation which is recovered in the Corporation's retail rate schedules.

The WPA factor will be computed according to the above formula for a twelve-month period beginning January of each calendar year. Should, however, it appear at any time during the twelve-month period that continued use of the WPA factor then in effect for the remainder of the twelve-month period will result in a substantial under or over recovery of the Corporation's wholesale power cost, the Corporation may modify the existing WPA factor to recover the applicable power cost more accurately.

Wholesale power cost and kilowatt-hours used in the above formula may exclude such quantities applicable to certain consumers billed under rate schedules not subject to the WPA factor.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION****SCHEDULE "SL-A7"**  
**SECURITY LIGHTING SERVICE****AVAILABILITY:**

Available to individual consumers from dusk to dawn for area lighting. All new installations must be high pressure sodium or metal halide lamps.

**BASE RATE PER LAMP PER MONTH:**

<b><u>Lamp Size and Type</u></b>	<b><u>Luminaire With Bracket Attachment To Wooden Pole</u></b>
100 watt high pressure sodium	\$ 8.95
250 watt high pressure sodium	\$12.95
400 watt metal halide	\$18.00

**DISCOUNT FOR METERED ENERGY:**

Where energy used to operate security lights is metered, the following monthly discounts shall apply per lamp.

<b><u>Lamp Size and Type</u></b>	<b><u>Estimated Monthly Consumption</u></b>	<b><u>Discount</u></b>
100 watt high pressure sodium	42 kWh	\$3.00
250 watt high pressure sodium	105 kWh	\$7.45

**ADDITIONAL CHARGES:**

The charges listed on Schedule SL-A7 apply to lamps mounted on brackets on existing poles of the Cooperative and where no additional poles are required for lighting circuits. Where it is necessary for the Cooperative to install additional poles or circuits for the purpose of rendering outdoor lighting service, a contribution-in-aid of construction may be required in addition to, or in lieu of the following monthly charges, which shall apply per pole:

<b><u>Wooden Poles Major Length</u></b>	<b><u>Monthly Charge per Pole</u></b>
Standard	\$3.00

**DECORATIVE FIXTURES AND POLES:**

Upon request and at the Cooperative's discretion, the Cooperative will install and maintain the following decorative fixture and pole units at the monthly charges shown below in addition to the consumer paying a non-refundable contribution-in-aid of construction (CIAC):

<b><u>Lamp Size and Type</u></b>	<b><u>Fixture</u></b>	<b><u>Pole Size and Type</u></b>	<b><u>Monthly Charge Per Unit</u></b>
175 watt metal halide	Glanville	15-Ft. concrete fluted	\$15.95

**CONDITIONS OF SERVICE:**

1. Lighting equipment including lamps, fixture, time-switch, and the necessary circuits, transformers, and additional guys and fittings will be furnished by the Cooperative.
2. Lamp replacements will be made by the Cooperative.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**  
**RATE RIDER “CS-1”**  
**COOPERATIVE SOLAR PROGRAM FOR RESIDENTIAL SERVICE**

**APPLICABILITY**

This Rider applies to residential Members of the Cooperative served under Rate Schedules RS-A14, A-RS-15, A-RC-3 and successor rate schedules, who are eligible for and participate in the Cooperative Solar program, hereinafter referred to as “Participants”.

Members billed under the Cooperative’s pre-pay service are not eligible to participate in the Cooperative Solar program.

Each Participant shall be charged for electric service purchases under that rate schedule which would otherwise be applicable if the Participant was not participating in the Cooperative Solar program. Charges and credits under this Rider CS-1 shall be added to (or credited against, as appropriate) such otherwise applicable rate schedule to determine the net amount owed to the Cooperative by the Participant (or owed to the Participant by the Cooperative, as appropriate).

**AVAILABILITY**

Participants may apply for and purchase up to two (2) blocks of solar energy on a first-come, first served basis. Once the total number of blocks available under the Cooperative Solar program has been purchased, additional eligible Participants will be placed on a waiting list and may begin participating in the program as blocks become available.

Participants are not required to sign a long-term contract and may discontinue participation in the Cooperative Solar program at any time by notifying the Cooperative, but prior Participants wanting to rejoin the program may be placed on a waiting list due to the aforementioned limited availability of solar energy blocks.

If a Participant discontinues receiving electric service at its current service location and, prior to such service disconnection, notifies the Cooperative of the Participant’s desire to continue to participate in the Cooperative Solar program at a specified new service location, then the Participant will remain in the program, provided that the Participant meets all the program’s eligibility requirements at that new service location.

**DEFINITIONS**

The words and terms used herein shall have the following meanings, unless the context clearly indicates otherwise:

“Billing Period” means, as to a particular Member, the time period between the dates on which the Cooperative normally reads the retail service meter for billing purposes.

“Net Energy” means the positive difference between the electricity supplied to a Participant from the electric grid over the current Billing Period and the electricity generated and fed into the electric grid by the Participant’s solar energy block(s) during the prior calendar month.

“Excess Net Energy” is the positive difference between the electricity generated and fed into the electric grid by the Participant’s solar energy block(s) during the prior calendar month and the electricity consumed by the Participant during the current Billing Period.

**RATE/BILLING (MONTHLY)**

1. A charge of \$25.00 for each 1.25 kW ac solar energy block, plus
2. All charges contained in the Cooperative's rate schedule that would otherwise be applicable if the Participant was not participating in the Cooperative Solar program, except that the energy-related charges in such rate schedule shall be applied to the Participant's Net Energy, plus
3. A credit equal to the Purchase Rate per kWh in the Cooperative's Net Metering Service Rider Schedule NM and successor rate schedules, times the Participant's Excess Net Energy.

**TERM OF SERVICE**

The term of service for which this Rider applies shall be month to month, until either the Participant or the Cooperative provides notice of termination to the other party.

Public Disclosure Document

**HABERSHAM ELECTRIC MEMBERSHIP CORPORATION**

**RIDER “NM”  
NET METERING SERVICE**

**AVAILABILITY**

Available in all territory served by the Corporation, subject to the established Service Rules and Regulations of the Corporation.

**APPLICABILITY**

Applicable to any consumer of the Corporation owning and operating a distributed generation facility as defined in the Corporation’s Distributed Generation Policy (“DG Policy”), provided that the consumer has met all applicable conditions and requirements set forth in that DG Policy, including submittal of the Application for Interconnection of Distributed Generation Facility and the execution of the Distributed Generation Facility Interconnection Agreement.

The capacity of a distributed generation facility used by residential consumers shall not exceed 10 kW and the capacity of a distributed generation facility used by a commercial consumer shall not exceed 100 kW.

**DEFINITIONS**

The words and terms used herein shall have the following meanings, unless the context clearly indicates otherwise:

1. “Billing period” means, as to a particular consumer, the time period between the dates on which the Corporation normally reads the retail service meter for billing purposes.
2. “Bi-directional meter” is a meter capable of measuring (but not necessarily displaying) electricity flow in both directions.
3. “Bi-directional metering” means measuring the amount of electricity supplied by the Corporation and the amount of electricity fed back to the Corporation by the consumer’s distributed generation facility using a single meter.
4. “Consumer Generator” means the owner and operator of a distributed generation facility.

**DEFINITIONS (continued)**

5. "Distributed generation facility" means a facility owned and operated by a consumer of the Corporation for the production of electrical energy that:
  - a. Uses a fuel cell, or a renewable energy source as defined below;
  - b. Has peak generating capacity of not more than 10 kW for a residential application and 100 kW for a commercial application;
  - c. Is located on the consumer's premises;
  - d. Operates in parallel with the Corporation's distribution facilities;
  - e. Is connected to the Corporation's distribution system on either side of the Corporation's retail service meter; and
  - f. Is intended primarily to offset part or all of the Consumer Generator's requirements for electricity.
6. "Excess net energy" is the positive difference between the electricity generated by the consumer's distributed generation facility and the electricity consumed by the Consumer Generator during the billing period.
7. "Carrying cost factor" shall be 0.0175. This factor includes costs such as operations and maintenance expense, administrative and general expenses, taxes, depreciation and the Corporation's cost of capital related to its utility plant investment. The 0.0175 carrying cost factor is based upon costs estimated at the effective date shown above and may be revised by the Corporation in accordance with the latest cost information available.
8. "Net metering consumer" means a Consumer Generator receiving net metering service.
9. "Net metering" means measuring the difference, over the billing period, between electricity supplied to a Consumer Generator from the electric grid and the electricity generated and fed into the electric grid by the Consumer Generator, using a single bi-directional meter or an additional single direction meter.
10. "Renewable energy sources" means energy supplied from technologies such as a solar photovoltaic system, wind turbine, biomass system, or other technologies approved in the Georgia Green Pricing Accreditation Program.

**TYPES OF NET METERING**

Net Metering will be accomplished using either (1) bi-directional metering for distributed generation facilities interconnected on the Consumer Generator's side of the retail service meter, or (2) single directional metering for distributed generation facilities interconnected with the Corporation's distribution system on the Corporation's side of the retail service meter.

**DISPOSITION OF ENERGY**

If the electricity consumed by the Consumer Generator during the billing period exceeds the electricity generated by the consumer's distributed generation facility during the billing period, then all electricity generated by the consumer generation shall be deemed to have been used by the Consumer Generator. If the electricity generated by the consumer's distributed generation facility during the billing period exceeds the electricity consumed by the Consumer Generator, then such excess net energy shall be purchased by the Corporation as provided under the Rate For Purchase of Net Energy section herein.

**CHARGES FOR NET METERING SERVICE**

Each Consumer Generator shall be charged for electric service under that rate schedule which would otherwise be applicable if the consumer was not a Consumer Generator. In addition, each Consumer Generator shall pay a monthly Service Charge based upon the direct costs to the Corporation associated with interconnecting the consumer's distributed generation facility and with the provision of and administration of net metering services. Said monthly Service Charge shall include the following:

1. A facilities charge based on the total cost of all facilities installed by the Corporation, including transformers, protective devices, controls and monitoring equipment times the Corporation's monthly carrying cost factor;
2. A facilities charge based on the total incremental cost of metering equipment times the Corporation's monthly carrying cost factor; and
3. \$15.00 per month administrative charge.

**RATE FOR PURCHASE OF NET ENERGY**

The rate used to determine the dollar amount paid for net energy purchased by the Corporation shall be based upon the Corporation's avoided average annual cost of purchased power. The purchase rate as of the effective date shown below is:

All kWh	\$0.052 per kWh
---------	-----------------

The above-stated rate may be adjusted annually at the sole discretion of the Corporation, to reflect the prevailing avoided average cost of purchased power.

The Corporation will purchase energy from Consumer Generators on a first-come, first served basis only until the cumulative generating capacity of all the Consumer Generators' renewable resources equals 0.2 percent of the Corporation's annual peak demand in the previous year.

**TERM OF SERVICE**

The term of service hereunder shall be set forth in the Distributed Generation Facility Interconnection Agreement between the Consumer Generator and the Corporation.

**Habersham Electric Membership Corporation  
Clarkesville, Georgia**

**Service Rules and Regulations**

**Index**

**100 - Electric Service Availability**

- 101 - Application for Membership and Membership Fee
- 102 - Service Security Deposits
- 103 - Additional Service & Additional Service Connection Fee
- 104 - Security Light Fee
- 105 - Transfer of Additional Service Fees and Security Light Fees

**200 - General Extension Policy (Area Coverage)**

- 201 - Extension Classification - Overhead Extension
- 202 - Underground Service Extension
- 203 - Facilities Extension Ownership

**300 - Service Connections, Member Wiring and Member Equipment**

- 301 - Service Connections
- 302 - General Wiring Requirements
- 303 - Member Equipment
- 304 - Power Factor Corrections
- 305 - Phase Load Balance

**400 - Consumer Rate Classification**

- 401 - Rate Schedule Availability
- 402 - Filing of Rate Schedules
- 403 - Resale of Power

**500 - Metering**

- 501 - Electric Meters
- 502 - Meter Reading
- 503 - Incorrect Reading of Meter
- 504 - Failure of Meter to Register Correctly
- 505 - Meter Tests

**600 - Billing**

- 601 - Billing Period and Payment of Bills
- 602 - Disconnect for Failure to Pay and Reconnection Fee
- 603 - Other Reasons for Disconnection or Reconnection
- 604 - Extension of Credit

**700 - Easements, Right of Access and Cooperative Property**

- 701 - Member to Grant Easements to Cooperative if Required.
- 702 - Right of Access
  
- 703 - Cooperative Property

**800 - General Conditions for Member**

- Withdrawal and/or Transfer**
- 801 - Member Withdrawal
  - 802 - Membership Transfer
  - 803 - Refund of Fees

**100 - Electric Service Availability**

**101 - Application for Membership and Membership Fee**

Any person, firm, association, corporation, or public body shall sign a written application for membership and pay a membership fee of \$40.00 together with any service security deposit that may be required by the Cooperative. In this application, the consumer shall agree to purchase from the Cooperative all electric energy used on premises except that energy generated on premises, and be bound by the Cooperative's Certificate of Incorporation and bylaws and all rules, regulations and rate schedules established pursuant thereto and pay the minimum monthly bill stated in the applicable rate schedule or, in the event of a written contract for service, the minimum set forth in said contract.

**102 - Service Security Deposits**

A service security deposit shall be collected in addition to other fees and/or deposits with respect to which the cooperative determines that such deposit is needed to assure payment of the power bill.

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

- A. Type of service involved;
- B. The risk involved;
- C. The reputation of the involved premises;
- D. The credit rating of the consumer;
- E. History of connect, disconnect, and reconnects at the involved premises or for the involved consumer; and
- F. Any other factor having a realistic bearing on the consumer's financial dependability. However, such deposit shall not ordinarily be more than the consumer's estimated power bill for three months' service, except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to some unusual circumstance.

A service security deposit shall be refunded, without interest -

- A. As provided for in a written contract for service; or
- B. Upon such other conditions as may be established by the Cooperative with respect

to service risks of similar character. Upon request of the consumer, the security deposit will be refunded after two years provided there has not been a delinquency during the last two years. In any event, the deposit shall be refunded, without interest, upon termination of the service, less any amount the consumer may then owe the Cooperative.

### **103 - Additional Service & Additional Service Connection Fee**

Consumers desiring additional service connections must file written applications for each such desired service connection on a form provided by the Cooperative and may be required to pay an additional service deposit based upon payment history.

### **104 - Security Light Fee**

A member (having already qualified for membership) will not pay additional security light fee deposits.

A non-member shall qualify for membership by paying the \$40.00 fee pursuant to receiving security light service.

### **105 - Transfer of Additional Service Fees and Security Light Fees**

These fees may be transferred to one who directly occupies the premises being furnished service under such fees upon the successor meeting the requirements for additional service in 103 and 104 and paying any other fees and deposits required; notwithstanding the foregoing, service to a surviving spouse, a change from single service to a joint service by the member and spouse, or a change from a joint service to a single service by either one receiving joint service, may continue under such existing fees upon meeting all other requirements.

### **200 - General Extension Policy (Area Coverage)**

#### **201 - Extension Classification - Overhead Extension**

It shall be the policy of Habersham Electric Membership Corporation to extend single phase service by the most economical method of construction upon request to all consumers. A contribution in aid of construction may be required for the following:

- A. The consumer requires service that is not by the most economical method of construction in which case the consumer will pay the difference,
- B. The distance to be extended is over 1,000 feet from the cooperative's existing lines.
- C. Commercial and three-phase service. For commercial, industrial consumers, and all multi-phase consumers of all rate classifications, service will be extended under individual agreements with the consumer. All such agreements shall contain a requirement for the consumer to pay a minimum monthly bill. If needed to make such service feasible, the Cooperative

may require any or all of the following: (a) An increase in minimum, (b) A facilities extension deposit, (c) A contribution in aid of construction.

#### **D. Temporary service -**

Temporary service of 120 or 240 volts, single-phase power will be furnished for construction purposes. Application for temporary service shall be handled on an individual basis. A non-refundable charge may be required for the installation of each temporary service, this charge to be in addition to any fees or security deposits.

A consumer applying for temporary service will be required to supply a suitable meter loop set at the desired location. If overhead the top of the pole shall be at least 12 feet above ground level or higher if needed.

Temporary transient service and other applicants for temporary service will be required to furnish their own meter loop and meter base. Service charges will be determined according to the construction and retirement costs involved. A security deposit may also be required.

#### **E. Other service-**

Requests for service for those not otherwise covered will be considered on the merits of each request.

A consumer may be required to pay the cost of the initial right-of-way clearing as determined by the cooperative.

### **202 - Underground Service Extension**

Underground primary lines are generally more expensive to install than overhead and are subject to special conditions and policies making it necessary to consult the Cooperative during planning.

Upon request, the Cooperative will, as nearly as practical, install, own, and maintain underground facilities under the same conditions as it would overhead facilities provided that the Cooperative obtains a payment in the amount by which the cost for providing underground facilities exceeds the overhead distribution cost. In arriving at the cost to provide underground facilities, 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 network system unless sound engineering practices dictate otherwise.

### **203 - Facilities Extension Ownership**

All line extensions, service wire and connections, no matter who pays or contributes toward paying the cost thereof, are to be installed 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/or 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. A consumer shall at the request of the Cooperative, pay a portion of the cost of a lock or furnish a lock of his choosing keyed for a co-op master key.

The consumer shall not commit or cause or permit any act that may result in damage to or loss of such property or in the loss of life or injury to any person, or the loss of or damage to any other property, in relation to such property.

### **300 - Service Connections, Member Wiring and Member Equipment**

#### **301 - Service Connections**

The wiring and electrical equipment in or upon the premises of the consumer to the point of service cut-in 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 wiring requirements of the Cooperative and any lawfully applicable standards before it can be connected to the system.

The location of the service cut-in shall be determined by agreement with a representative of the Cooperative and must conform to the Cooperative's requirements. The consumer shall provide suitable means of supporting service wires to his structure 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 agreed to by the Cooperative.

The Cooperative's responsibility for installation and/or maintenance of facilities shall not extend beyond facilities owned by the Cooperative at the point of attachment to the consumer's facilities (building, central distribution point, or structure). The consumer shall provide and maintain his cut-in free of all unnecessary wires, pipes, antennas, and any item that might interfere with receiving service or be unsafe; likewise he shall not erect an antenna, or other structure that might interfere with such service. He shall maintain his cut-in in its original condition and will, as soon as possible, make any repairs that may be required after he becomes aware of damage to the cut-in.

When the consumer service requirements are of such a nature that a central distribution point is to be located on a pole, the Cooperative will install the central distribution point pole for the attachment of the Cooperative's service facilities and the consumer may attach his facilities to the pole. When loads and conditions justify, a C.T. Meter may be installed on the central pole at the option of the Cooperative and service facilities extended to the consumer's entrances. A contribution in

aid of construction toward the cost of the central meter installation facilities may be required.

#### **3.02 - General Wiring Requirements**

Each consumer shall cause all premises receiving electric service pursuant to his membership to become wired to meet as a minimum the requirements of the National Electrical Code or any authority having jurisdiction. Each consumer shall be responsible for and shall indemnify the Cooperative and any other person against injury, loss, or damage resulting from any defect and/or improper use 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 consumer's facilities.

#### **303 - Member Equipment**

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

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

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

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

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

##### **B. Electric Generators-**

Where auxiliary or standby 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 unless approved by cooperative. If not approved by cooperative, 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.

##### **C. 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 facilities or the service to other consumers. The Cooperative must be consulted before the installation of such equipment.

D. **Consumer Responsibility for Protective Devices**

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

**304 - Power Factor Corrections**

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

Where the over-all power factor of the consumer's load is less than the rate requirement, 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.

**305 - Phase Load Balance**

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

**400 - Consumer Rate Classification**

**401 - Rate Schedule Availability**

When two or more rates are available for certain classes of service, the conditions under which each is applicable to the requirements for the individual consumer are plainly set forth in the Cooperative's published rate schedules. The choice of such rates will be as set forth in an agreement for electric service, or, otherwise lies with the consumer.

The Cooperative will at any time upon request, advise a consumer as to the rate best 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.

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.

**402 - Filing of Rate Schedules**

A copy of the Cooperative's applicable retail rates shall be on file at the Georgia Public Service Commission, and will be provided upon request at the headquarters of the Cooperative.

**403 - Resale of Power**

A consumer shall not resell power purchased from the Cooperative without a written agreement permitting such resale.

**500 - Metering**

**501 - Electric Meters**

All meter bases shall be installed on an exterior surface outside the structure as nearly as possible at eye level. Upon receipt of the application for service, a representative of the Cooperative will survey the premises to be served and locate the meter center in the most feasible location.

Central meter pole service may be provided upon request at the option of the Cooperative where such installations are feasible and desirable to adequately supply power to the served premises.

The consumer will furnish and install the meter socket except when the Cooperative elects to do so in special metering situations.

All meters shall be placed ahead of all switches and fuses unless otherwise agreed to by the Cooperative. An electric meter that becomes enclosed inside a structure or becomes inaccessible to the Cooperative because of construction to or closing in of a part of the structure, or for any reason, shall be relocated to the outside at the expense of the owner of the structure.

**502 - Meter Reading**

Cooperative personnel shall read all meters on the system on a route basis. However, meters may be read or re-read at any time at the discretion of the Cooperative. These readings will not be at an additional charge to the consumer.

Consumers may request that a meter be re-read. A service charge may be applied to cover such expense unless an error is determined to have been made by the cooperative.

**503 - 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.

**504 - 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 on months immediately preceding, consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts. Corrections for errors in meter registration may be considered for up to 48 months of prior billings.

### **505 - Meter Tests**

The Cooperative will, upon request, test the accuracy of a consumer's meter. Should a consumer request repeated tests within 12 months period, a fee may be charged to cover such costs if the error is determined to be less than two percent (2%).

### **600 - Billing**

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

All consumers shall be billed monthly.

Bills are due and payable upon receipt of the bill by the consumer and are delinquent after the due date shown on the bill. A final notice will be sent notifying the consumer that unless payment is made immediately an employee of the Cooperative will disconnect service not later than the next scheduled meter reading unless the bill is paid. If the occupant of the place is not at home, or if the consumer refuses to pay the bill, service will be discontinued. Notwithstanding the above, service may be discontinued at any time a consumer refuses to pay a delinquent or past due bill.

Payments received will go toward paying any ancillary services (i.e. PowerGuard Security, Internet Service, etc.) before being applied to the power bill.

Payment of bills may be made by mail, phone, internet, automatic draft or in person at the Cooperative's office in Clarkesville or Cleveland Georgia, or at one of the designated payment locations.

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

Any consumer whose service has been disconnected for failure to pay his bill in accordance with the provisions of Section 601 shall be required to pay a service fee and additional security deposits prior to reconnection. Normally, reconnections shall be made only during regular working hours. Reconnections requested and made during other than regular working hours shall be made only upon the consumer's paying the regular service fee, plus an overtime fee.

#### **603 - Other reasons for Disconnection or Reconnection**

Service will be disconnected immediately and without notice for the following reasons:

- A. Discovery of meter tampering.
- B. Diversion of electric current.
- C. Discovery of a condition determined by the Cooperative to be hazardous.

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

- A. Correction of infraction.
- B. Payment of any unmetered current if applicable.
- C. Payment of a service fee to help defray costs resulting from the incident.
- D. Member must agree to comply with reasonable requirements to protect Cooperative against further infractions.

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

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

Electric service disconnected for above reasons will be reconnected upon correction of infractions pursuant to Section 602.

#### **604 - Extension of Credit**

The Cooperative may deviate from its policy on cut-offs without obligation to do so for delinquent bills only if having knowledge of and in accordance with the following standards:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill and that extension of credit for a fixed time, or arrangement for installment payment of the bill, will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or
- B. When the consumer 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 consumer was not responsible; or
- C. When the involved bill is a final bill covering service to a farm, house, or other residential account and the main building thereof has been destroyed by fire not caused by act of arson on the part of the consumer or his family; or
- D. When to disconnect service might pose immediate danger to the consumer or other persons due to illness or when the household is immediately and directly affected by a death.

### **700 - Easements, Right of Access and Cooperative Property**

#### **701 - 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 easement 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 and other utility type service (phone, cable, etc.) 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.

#### **702 - 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. When access is locked, the consumer shall assist with or provide a lock that will accommodate a master key of the Cooperative pursuant to Section 203 of these Service Rules and Regulations.

### **703 – Cooperative Property**

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

No persons 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, except with the expressed written consent of the Cooperative.

### **800 - General Conditions for Member Withdrawal and/or Transfer**

#### **801 - Member Withdrawal**

A member may voluntarily withdraw in good standing from membership upon:

- A. Compliance with the bylaws.
- B. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with his membership obligations.

#### **802 - Membership Transfer**

A membership may be transferred to one who directly occupies the premises being furnished electric service upon the successor member meeting the requirements for membership in 101 and paying any other fees or deposits required; notwithstanding the foregoing, the membership may be transferred to the surviving spouse of said member, a single membership may be transferred to a joint membership composed of the single membership holder and his or her spouse, or a joint membership may be transferred to a single membership in the name of one of the joint members under the existing membership fee.

#### **803 - Refund of Fees**

Upon withdrawal or termination the member shall be entitled to refund of his membership fee, additional service connection fees or security light fees and security deposits then held by the Cooperative, except the following:

- A. That the membership fee, the additional service fee, or any other fee or deposit shall be applied to any obligations owed the Cooperative and the balance refunded; and
- B. Due to the cost of making refunds by check an amount of \$1.00 or less will not be made unless a request for the amount is made in person, in which case a cash refund of the amount will be made.

Rewritten: 10-82; Amended: 3-22-84; 9-6-84; 3-27-90; 12-23-91; 4-13-93; 5-22-01; 7-9-02; 2-22-05; 5-27-08; 12-30-08; 10-26-10

---

### **Statement of Nondiscrimination**

**Habersham Electric Membership Corporation** is the recipient of Federal financial assistance from the Rural Electrification Administration, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age, or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is the Director Human Resources. Any individual or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; or the Administrator, Rural Electrification Administration, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

**AFFIDAVIT OF BRYAN FERGUSON**

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

1.

My name is Bryan Ferguson. 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 Habersham 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 Habersham EMC is: 6135 State Highway 115 West, Clarkesville, Georgia 30523.

4.

I hereby verify and affirm the following, as required by O.C.G.A. §50-18-72(a)(34):

(a) Habersham EMC is filing its tariff designated: Habersham EMC Retail Rate Schedules.

(b) 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.

(c) The legal and factual basis for Habersham 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 Habersham EMC's 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 Habersham EMC because, among other reasons:

I. The information could be used by competitors to determine Habersham EMC's cost of power.

II. The information would be helpful to Habersham 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:

I. Knowledge of the trade secrets could permit other energy suppliers to undercut Habersham EMC's pricing, fee structure or service terms within this rate classification.

(4) Habersham EMC uses the following procedures, among others, to maintain the secrecy of the trade secrets:


I. Habersham 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

Habersham 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 true, correct, and complete.**

FURTHER AFFIANT SAYETH NOT.

  
BRYAN FERGUSON  
HABERSHAM EMC

Sworn to and subscribed before me this

12<sup>th</sup> day of June, 2023.

  
NOTARY PUBLIC



My Commission Expires:

10/27/24