

**NORTH GEORGIA ELECTRIC MEMBERSHIP CORPORATION
DALTON, GEORGIA**



SERVICE RULES AND REGULATIONS

PUBLIC DISCLOSURE DOCUMENT

STATEMENT OF NON-DISCRIMINATION

It is the policy of North Georgia Electric Membership Corporation (NGEMC) to continue to provide equal employment opportunity to all applicants and employees. Pursuant to Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act, NGEMC has developed Affirmative Action Programs to assist with the recruitment and advancement of individuals covered by these laws.

Further, in accordance with the laws set forth above, other Federal civil rights law, and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, protected veteran status, age, marital status, family/parental status, income derived from a public assistance program political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. These Programs have the full support of Kathryn West, President/CEO.

NGEMC is committed to recruiting, hiring, training, and promoting persons in all job titles, as well as ensuring that all other personnel actions are administered, without regard to the protected characteristics outlined above. All employment decisions will be based on valid job requirements or other legitimate, non-discriminatory reasons. Our employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in activities such as: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other related activities associated with the administration of the affirmative action provisions of the laws set forth above, or any other Federal, state, or local law requiring equal opportunity; (3) opposing any act or practice made unlawful by the laws set forth above or their implementing regulations, or any other Federal, state, or local law requiring equal opportunity; or (4) exercising any other right protected by the laws set forth above or their implementing regulations.

In addition, NGEMC has designed and implemented an audit and reporting system that will: (1) measure the effectiveness of our Affirmative Action Programs; (2) indicate any need for remedial action; (3) determine the degree to which objectives have been attained; (4) determine whether individuals with protected characteristics have had the opportunity to participate in all company-sponsored educational, training, recreational, and social activities; (5) measure our compliance with the Programs' specific obligations; and (6) document the actions taken to perform items (1) through (5) above. If, after performing this audit, we determine that our AAPs are deficient, we will undertake necessary action to bring our Programs into compliance.

The VP of Corporate Services has the responsibility for ensuring full compliance with the provisions of the above-referenced laws and other applicable directives. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to the U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W. Washington, DC 20250-9410; by fax (202) 690-7442; or email at program.intake@usda.gov.

Responsibility for implementing and monitoring our Affirmative Action Programs is assigned to our HR Specialist. Our Affirmative Action Plans for Individuals with a Disability and Protected Veterans are available to applicants and employees, upon request, on regularly scheduled workdays by contacting our Human Resource Office. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. Employees may voluntarily and confidentially self-identify as an individual with a disability or a protected veteran at any time by contacting the Human Resource Office.

January 2025

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INTRODUCTION

The successful operation of any utility service business requires that uniform rules and regulations be adopted and adhered to in the day-to-day operations of the business. In adopting the rules and regulations as set forth herein, the Board of Directors of North Georgia Electric Membership Corporation has endeavored and intended to provide operating conditions that are fair and equitable to all consumers; and to promote safe, adequate and dependable service to all consumers.

These rules and regulations are a part of a contract with each consumer for service in that, in the application for service, each consumer agrees to be bound by the provisions of the Articles of Incorporation, the Bylaws, and such rules and regulations as may from time to time be adopted by the Board of Directors of the Cooperative. **No representative of the Cooperative has the authority to modify or change any of the Service Rules.** The failure of the Cooperative to enforce any of the provisions of these rules shall not constitute a waiver of its right to do so.

While these rules and regulations endeavor to cover most areas of operations, circumstances may arise which are not covered. In that event, a separate agreement will be reached until such time as a service rule covering the situation shall have been adopted. The rules and regulations set forth herein do not cover many areas of Cooperative policy, such as those related to employees and working conditions, operating conditions not related to the consumers, and other such areas.

These Rules and Regulations, and the Appendices incorporated by reference as part of these Service Rules and Regulations, may be amended from time to time by the Board of Directors as operating conditions and situations necessitate such change.

100 ELECTRIC SERVICE AVAILABILITY

101 - Application for Membership and Electric Service

Any natural person, firm, association, corporation, business or other trust, partnership, federal or state agency or subdivision thereof, or any body politic, desiring electric service from the Cooperative shall make an application for membership and electric service and pay the established membership fee, together with any service security deposit, service connection fee, administration fees or facilities extension deposit or charge, contribution-in-aid of construction, or executed supplemental contract, or any combination thereof, that may be required by the Cooperative, hereafter referred to as "other payments, if any." In the application, applicant shall agree to purchase from the Cooperative all electric energy purchased for use on the premises and to be bound by the Cooperative's Articles of Incorporation, Bylaws, and all rules, regulations, policies, rate schedules, rate classifications, contracts, etc. established pursuant thereto; including, but not limited to, grants of easements and rights of way. Upon termination of membership, the membership fee and applicable deposit

will be applied against any unpaid balance owed the Cooperative, and any remaining balance will be refunded, net of processing fee, if applicable.

102 - Additional Service Connections

- A. Consumers desiring additional service connections must make application for each such connection as provided by the Cooperative and make any other payments, if any, as may be required by the Cooperative.
- B. Contractors and developers shall be required to pay the membership fee as set forth in paragraph 101 above, and shall be required to pay any service connection fee for connecting service, and, subject to the provisions of Section 103, may be required to pay additional deposits for additional temporary services to buildings or other projects which, when completed, will be furnished with permanent service from the lines constructed to furnish the temporary service.

103 - Service Security Deposits

- A. A service security deposit shall be collected, in accordance with **Appendix A - Deposit Policy**, in advance of connecting a service. Review of deposits for adequacy may be conducted periodically or as requested.
- B. In addition to the initial deposit, additional deposits may be required, and such deposits, if not collected at the time of application, may be billed to the consumer. In determining the need for and fixing the amount of the initial deposit or such other service security deposits, the Cooperative may consider the following factors:
 - 1. Evaluation of the load study provided by the consumer or reasonable estimation based on similar premises;
 - 2. The credit rating of the consumer;
 - 3. History of connects, disconnects, and reconnects for the involved consumer; and
 - 4. Any other factor having a realistic bearing on the consumer's credit worthiness.
- C. Such deposits shall be refunded:
 - 1. As provided for in a written contract for service; or
 - 2. Upon such other conditions as may be established by the Cooperative with respect to service risks of similar or the same character; whichever may be applicable; provided, however, that for residential consumers, when the consumer has paid bills in accordance with the criteria established in **Appendix A**, and when consumer is not past due in the payment of current bills, the Cooperative will refund the deposit to the consumer in the form of bill credit. In any event, the deposit shall be refunded upon termination of service, less any amounts the consumer may owe the Cooperative.
- D. Interest:
 - 1. Interest will be accrued annually at the rate of the Cooperative's primary bank account for deposits greater than one month's average bill that have been retained for longer than twelve (12) months.

104 - General Extension Policy

A. General

The Cooperative will design and install the electric distribution system in compliance with good engineering practices which are economically feasible to the Cooperative. If the Cooperative's preferred method of service is not acceptable to the applicant, the applicant will be required to pay a non-refundable contribution-in-aid of construction, as determined by the Cooperative, for the extra cost of providing service, above the cost of the Cooperative's preferred method. In any case, the applicant's preferred method must not conflict with good engineering practice. It will be the applicant's responsibility to provide all necessary easements and to clear all rights-of-way to the Cooperative's specifications for the installation of the electric facilities. Applicant shall execute any supplemental contracts or agreements that may be required by the Cooperative and shall obtain applicable approvals/permits from any governmental agencies before any line extensions will be provided hereunder; provided, however, 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, until such indebtedness has been satisfied. The Cooperative, at its sole discretion and under terms and conditions that are economically feasible to the Cooperative, may, in lieu of any contribution-in-aid of construction required hereunder, charge the applicant/consumer a monthly investment charge, in accordance with the provisions of **Appendices B and F**, on all or a portion of the installed cost of service for which a contribution would otherwise be required. When in the best interests of the Cooperative, the application of the line extension provisions hereof may be modified or waived, upon the approval of the Board of Directors of the Cooperative or its designated representative.

B. Overhead Line Extensions

Application for electric service will be classified into one of the following defined classifications and service will be extended accordingly, except that all line extensions shall be subject to the established criteria in **Appendix B - Line Extension Feasibility Analysis**.

1. Permanent Establishments

a. Residences (Single-Phase Service)

- (1) This classification consists of permanent residences including homes, mobile homes that meet the permanent residency requirements of Section 104(B)(4) hereof, and apartments and condominiums, which require active single-phase electric service on a year-round basis. Single-phase electric service facilities will be extended to such establishments located within five hundred (500) feet of the Cooperative's existing facilities which are of adequate capacity to serve the load, without any requirement of contribution-in-aid of construction or facilities extension deposit or charge, provided right-of-way can be secured at no cost to the Cooperative and other provisions of the general extension policy are met. Any service that requires the construction of facilities beyond five hundred (500) feet, will be constructed only under such terms and conditions that are economically feasible to the Cooperative, determined in accordance with **Appendix B**.
- (2) A residential consumer shall be defined as a dwelling unit suitable for year-round family occupancy containing full kitchen facilities and shall be occupied by the owner, or shall be the principal place of residence of the occupant. Specifically

excluded from this category are dwelling units licensed by an appropriate authority as rental units, hotels, motels, nursing homes, or for other commercial, industrial or institutional uses.

- (3) If, solely in the opinion of the Cooperative, the service requested is not intended for a permanent residence, the Cooperative will extend service only upon the basis of economic feasibility as determined in accordance with **Appendix B**. Optionally, the Cooperative may require evidence of intended "permanent residency," an extended term contract (including a specific facilities investment charge), a real estate lien, or such other assurance as it deems appropriate to reasonably secure the recovery of its investment.

b. Miscellaneous Establishments

- (1) Single-phase electric service to barns, grain bins, farrowing houses, poultry houses, miscellaneous out-buildings, etc., and such other permanent incidental installations, **excluding shallow well water pumps, electric fences, or other facilities and outbuildings where electric usage is expected to be minimal (see paragraph 3, hereunder)**, will be extended as provided for permanent residences, hereunder, but only if the property on which the installation is located is owned by the consumer or is under long-term lease to consumer, and as provided in **Appendix B**. "Permanent," as used in this subsection, shall also mean that monthly bills will be rendered throughout the year and that the account will not be periodically connected and disconnected.
- (2) Where the distance to serve installations, as described above, exceeds one hundred fifty (150) feet, a feasibility study (in accordance with **Appendix B**) will be made and other circumstances considered to determine to what extent and how the consumer must participate in the construction cost.
- (3) When electric service is required for shallow well pumps (pumps for surface water), electric fences, **and such other installations where the investment to serve is excessive in relation to anticipated revenue**, the Cooperative will prepare a feasibility study (in accordance with **Appendix B**) to determine to what extent and how the consumer will be required to participate in the construction cost.

c. Commercial, Industrial, and Public Establishments

- (1) This classification includes commercial and industrial establishments, schools, public buildings, churches, or any other establishments, other than miscellaneous establishments, referred to in Subsection (b) above, requiring either single-phase or multi-phase service, which are of a permanent nature and which require electric service on a continuing basis. Electric service shall be extended to such establishments without the requirement of a facilities extension deposit or charge or any contribution-in-aid of construction, when the point of service connection for such an establishment is located within one hundred fifty (150) feet of the Cooperative's existing facilities which are of adequate capacity to serve the load.
- (2) Any service requiring the construction of facilities beyond one hundred fifty (150) feet will be extended only upon such terms and conditions as are

economically feasible to the Cooperative, including but not necessarily limited to the requirement that the applicant pay a facilities extension deposit or charge or make a non-refundable contribution-in-aid of construction for the cost of construction in excess of 150 feet determined in accordance with **Appendix B**. Furthermore, in determining the costs of providing service, the Cooperative will take into consideration any proposed changes or additions in facilities. (See **Appendix C**)

- (3) Applicants for multi-phase service may be required to execute a written supplemental contract prior to the extension of such service.

2. Non-Permanent, Temporary or Seasonal

- a. The Cooperative will provide temporary service of 120/240 volts single-phase, for construction of buildings or for other similar purposes. Subject to the provisions of this Section, concerning the feasibility of permanent extensions, temporary service to construct a permanent building, which will be connected for year-round service, will be provided at no charge to the consumer. Where service is extended solely for the owner's or contractor's convenience during construction, and where the service must later be converted from temporary to permanent, applicant/consumer will be required to pay a non-refundable temporary service fee. Such fee will be in addition to any rate schedule charges and other fees required by the Cooperative.
- b. Temporary service will be extended only upon such terms and conditions as are economically feasible to the Cooperative, including but not necessarily limited to the requirement that the applicant pay a facilities extension deposit or charge or pay a non-refundable contribution-in-aid of construction for the cost of construction (in accordance with **Appendix B**), and each such request will be considered on an individual basis.
- c. The applicant for temporary service will be required to pay the established membership fee and a service security deposit. It will be the responsibility of the applicant to supply and install a suitable pole and meter loop, set at a location agreed upon by the Cooperative. The pole and meter loop must meet the standards set forth in the current edition of the National Electric Code, or any applicable Cooperative, city, county, or state requirement, as well as applicable city, county or state laws or ordinances, which exceeds the Code. In any case, however, the point of attachment shall not be less than 12 feet above ground level.
- d. Applicants for service to establishments used on a seasonal basis will be required to pay the full cost of the facilities required to serve the load, in excess of one span of secondary construction. The connection or reconnection of service to seasonal establishments shall obligate the consumer to pay to the Cooperative at least the annual minimum charge as set forth in the rate schedule applicable to such establishments.

3. Carnivals, Circuses, Large Construction Projects, etc.

Temporary service, such as service to large construction jobs, carnivals, circuses, etc., shall be supplied in accordance with applicable rates except that the applicant/consumer shall pay, in addition to the rate charges, the total cost of

extending, connecting, and disconnecting service, less the salvage 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 construction, retirement, connection, disconnection, and a 10% handling charge on material.

4. Mobile Homes

- a. Service to mobile homes shall be furnished as provided in, and subject to the conditions of, Subsection 104-B(1)(a), provided that:
 - (1) The mobile home is to be used as a permanent dwelling by the applicant, subject to the provisions of Section 108, (including inside plumbing, septic tank or permanent water and sewer connection), rather than a weekend or summer cottage type dwelling, and shall be underpinned with the wheels, axles, and tongue removed; or
 - (2) The mobile home is located in a mobile home park approved by the appropriate governmental agency of the city or county in which it is located.
- b. In any case, the applicant must submit necessary county and state permits, and the pole and meter loop or pedestal, which must be furnished by the consumer, shall be wired in accordance with standards of the National Electric Code or any applicable Cooperative, city, county or state requirement which exceeds the Code. Furthermore, the Cooperative reserves the right to specify the location of consumer's meter pole or service pedestal, and the type of service (overhead or underground) to be provided.
- c. Mobile homes not meeting conditions 1 and 2 of Subsection (a) above, will be considered temporary as provided in Section 104-B(2) and 104-B(3), and service will be extended on terms provided for therein.

5. Outdoor Lighting

Overhead service for outdoor lighting will be provided in accordance with the terms and provisions of the applicable rate schedule and the following supplementary provisions:

- a. **Residential Outdoor Lights** – in the event that one or more poles are required to provide lighting at the desired location, the Cooperative reserves the right to charge contribution-in-aid of construction for the original facilities as well as any additional facilities, PROVIDED, that in lieu of a contribution, the Cooperative may charge a monthly facilities rate for such additional facilities.
- b. **Special Outdoor Lighting Installations** - Upon request, the Cooperative may agree to install and maintain fixtures and poles for installations including, but not limited to, subdivisions, decorative lighting or commercial lighting. Contributions-in-aid of construction may be charged to cover costs associated with the fixtures and poles; PROVIDED, however, that the Cooperative, solely at its option, either in lieu of or in combination with any contribution, may develop and offer a monthly rate for such pole(s) and/or fixture(s), all in accordance with the applicable rate schedule. Monthly rates provided hereunder

shall include a facility charge equal to the Cooperative's carrying charge, as provided on **Appendix F**, times the Cooperative's investment in facilities. Where the Cooperative agrees to provide special outdoor lighting systems under a monthly rate, such service will be subject to a supplemental agreement between the Cooperative and the consumer. When in the best interests of the Cooperative, the application of the line extension provisions hereof may be modified or waived, upon the approval of the Board of Directors of the Cooperative or its designated representative.

- c. **Street and Park Lighting Systems** - Electric service will be provided for street and park lighting systems owned by government entities, and the Cooperative may provide such systems for other entities, in accordance with the provisions of the applicable rate schedule; PROVIDED, however, that street and/or park lighting service for non-governmental entities, and extensions of the Cooperative's distribution system thereto, shall be provided subject to the provisions of "Special Outdoor Lighting Installations" in the applicable rate schedule and in Subsection (b), hereunder.
- d. **Athletic Field Lighting** - The Cooperative may install and maintain athletic field lighting systems for governmental entities, and may provide such systems for other entities, in accordance with the provisions of the applicable rate schedule; PROVIDED, that the facility charge applicable to such systems shall be as provided on **Appendix F**.
- e. **Traffic Signal Systems** - The Cooperative will provide electric service to Traffic Signal Systems at rates provided for in the applicable rate schedule, in addition to any facilities charges thereto, determined in accordance with the applicable rate schedule.
- f. **Additional Charges and Conditions of Service** - The following provisions are applicable to outdoor lighting for individual consumers, special outdoor lighting installations, and where applicable, street and park lighting:
 - (1) Where consumer requests reconnection of a light previously disconnected by the same consumer or where consumer requests relocation of a light fixture to another existing pole, a charge as provided on **Appendix E** will be made if no new pole or conductors are required. HOWEVER, if the consumer requests relocation of a light fixture which requires additional construction (additional poles and/or conductor) the consumer will be required to pay, in advance of construction, the cost of installation (material, labor and overhead), excluding the cost of the light fixture.
 - (2) The Cooperative will furnish, install, operate and maintain the lighting equipment, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the meter for the consumer's other usage.
 - (3) The Cooperative will maintain the lighting equipment, at no additional cost to the consumer. Service or maintenance activities shall be performed during regular business hours as soon as practical after notification of the Cooperative by the consumer that service has been interrupted. However, the consumer shall reimburse the Cooperative for the cost of any such

maintenance work which is required because of vandalism or willful or negligent destruction.

- (4) The Cooperative will not extend its primary distribution system to serve outdoor lights unless the consumer (a) agrees to pay, in advance of construction, the entire cost (including material, labor and overhead) for the required primary line facilities and (b) executes an agreement for a term and minimum charge acceptable to the Cooperative; failing which, the Cooperative will require consumer to pay, in advance of construction, the additional estimated cost of removal of primary facilities, less the value of materials returned to stock.
- (5) Additional poles required to provide lighting service to non-permanent mobile homes or seasonal consumers will not be installed unless consumer pays, in advance of construction, the cost of labor and overhead for installation and removal of poles and conductor plus ten percent (10%) of material and equipment cost, excluding the cost of the lighting fixture.
- (6) Lighting equipment shall remain the property of the Cooperative, including poles installed when the consumer makes a contribution-in-aid of construction, and the consumer shall protect the lighting equipment from deliberate damage.
- (7) Poles for support of the luminaires are to be wood or other poles of the Cooperative's existing distribution system or extensions from the system.
- (8) The Cooperative reserves the right to specify the number and location of service points.
- (9) Lighting service shall be provided only at locations which are accessible to the Cooperative's equipment for servicing purposes. The consumer shall allow authorized representatives of the Cooperative access to trim trees and shrubs as necessary for maintenance of the lighting equipment and for removal of the lighting equipment upon termination of service under this schedule.
- (10) The Cooperative shall not be obligated to construct or extend any of its facilities, the estimated cost of which shall exceed four times the anticipated continuing annual revenue. For outdoor lighting, the Cooperative shall provide luminaire, photo-electric relay control equipment, and upsweep arm not over six feet in length.
- (11) Where service is permanently discontinued on an obsolete lighting fixture at the consumer's option, it shall not again be available under this schedule.
- (12) The Cooperative reserves the right to require the consumer to execute a contract prior to the installation of any lighting fixtures requiring one or more poles.
- (13) Rental property: property owners will be contacted by the Cooperative should a tenant of a location request the installation of an outdoor light. It will be at the discretion of the property owner to approve the installation as the property owner will be the responsible party for the outdoor light. The property owner

will be required to have all outdoor lighting on any rental property billed on a separate billing statement for outdoor lights only. The outdoor lights will be continuously billed regardless if the electric service for the premise is disconnected. Removal or disconnection of the outdoor lights must be requested by the property owner. The installation and/or removal costs and fees will be in accordance with the terms and provisions of the applicable rate schedule and any contribution-in-aid agreed upon.

6. Line and Facilities Relocation and Improvements

Parties desiring the relocation or improvement of Cooperative facilities shall be responsible for the acquisition of any necessary right-of-way easements and for the costs of clearing rights-of-way for such construction. When requests are made by consumers for the Cooperative to relocate or otherwise improve line facilities, each request shall be evaluated on the degree to which the relocation or improvement will:

- a. Be for the benefit or convenience of the party requesting the relocation or improvement (interested party); or
- b. Result in improvement to Cooperative facilities or improvement in Cooperative services; and/or
- c. Be consistent with anticipated future changes or additions and be economically feasible for the Cooperative.

After evaluation, if the request is determined by the Cooperative to be at least partially for the benefit or convenience of the interested party, then a cost estimate of such relocation or improvement will be made and the interested party will be required to pay for such costs, as determined in accordance with **Appendix C**, in proportion to the benefits derived by the interested party. Such charges must be paid prior to the relocation or improvement and construction will be scheduled by the Cooperative. If the request is determined by the Cooperative to result primarily in improvement to Cooperative facilities or services, or is consistent with anticipated future changes or additions, or is determined by the Cooperative to be economically feasible (as provided on **Appendix B**), then the Cooperative may make such changes, in accordance with the provisions of **Appendix C**.

7. Retirement of Idle Services

- a. Idle services may be retired when such services have not been active for a period of at least twelve (12) consecutive months and/or when it is obvious that the premise being served is no longer habitable or usable. Such retirements shall be accomplished in a manner which will minimize labor and transportation costs.
- b. No service shall be retired, however, when, as determined solely by the Cooperative, there is a possibility that such retirement will have an adverse effect on the territorial integrity of the Cooperative.

C. Underground Line Extensions

Upon request, the Cooperative may extend underground service to applicants under the following conditions. Any charges provided for hereunder shall be one-time, non-refundable contributions, payable to the Cooperative in advance of construction.

1. Residential Service

a. Individual Permanent Single Family Units:

When required conditions are met, the Cooperative will install, own, and maintain a single-phase underground electrical distribution system including the service laterals, provided that the underground service may be extended to mobile homes or other non-permanent resident facilities only upon such terms and conditions as are economically feasible to the Cooperative. The charge for an underground service is outlined in **Appendix D**.

- (1) Charges for underground line extensions:
 - (a) For permanent single family facilities located within five hundred (500) feet of existing electric lines that are of adequate capacity, a per foot charge will be applied as listed in **Appendix D**.
 - (b) For permanent single family facilities located in excess of five hundred (500) feet from existing electric lines that are of adequate capacity, charges will be applied as listed in **Appendix B** and **Appendix D**.
- (2) The consumer shall be responsible for the cost of consumer requested relocations. This cost will be determined as provided in **Appendix B** and **Appendix D**.
- (3) The opening and closing of all trenches will be performed by the Cooperative, or the Cooperative's Designee, in accordance with the specifications of the Cooperative. The Cooperative, in its sole discretion, may grant permission to the consumer to open and close the trench.
- (4) All pads and conduits will be provided by the Cooperative and will be installed as specified by the Cooperative.
- (5) If service to an existing residence becomes inadequate and must be changed due to increased load or the up-rating of consumer's electric panel and/or equipment, the cost of trenching and construction will be determined as listed in **Appendix B** and **Appendix D**.
- (6) If a consumer desires to convert an existing overhead service to underground, where the overhead service is adequate to serve the load, then the underground service will be provided to the consumer at a charge equal to the total cost of the new service plus the cost of retiring the existing service, with credit given for salvageable material.

- (7) The Cooperative reserves the right to specify the location of all underground facilities, including the location of trenches.
- (8) The Cooperative will not be responsible for damages to lawns, drives, sidewalks, shrubbery, etc. when repairing underground service facilities.
- (9) The consumer will be responsible for the cost of repairing damages due to dig-ins, vandalism, and similar occurrences caused by the consumer or the consumer's agents, contractors, or other representatives.
- (10) The Cooperative will schedule work after all requirements have been met.
- (11) Trench must have marking tape, furnished by the Cooperative, installed to the Cooperative's specifications and be satisfactorily backfilled before any lines will be energized.
- (12) The consumer shall provide adequate right-of-way with suitable easements for the installation, operation, and maintenance of the Cooperative's facilities.
- (13) Rock excavation charges will apply as listed in **Appendix D**.

b. Subdivisions and Other Residential Developments

The Cooperative may extend underground electrical service to subdivisions and other residential developments under the following terms and conditions, which may be in addition to the requirements above.

- (1) The developer or owner of subdivisions or other such projects must pay an amount, as determined by the formula in **Appendix B-URD**. Other charges will apply per **Appendix D**.
- (2) The cost of construction in excess of the Cooperative's preferred method shall be borne by the owner or developer.
- (3) The owner or developer may be required to provide all trenching, pads, conduits, and/or duct for both primary and secondary cable, and all ducts and cable for secondary service from the secondary terminals of the transformer to the service entrance equipment.
- (4) All payments for underground service shall be paid in advance.
- (5) Three-phase service may be supplied, provided good engineering practice justifies its use, and should be included in the initial design of the project. When three-phase service is requested but is not economically feasible to the Cooperative, the extra cost of providing service will be paid by the owner or developer in addition to any other applicable charges.

- (6) The Owner/developer shall provide adequate right-of-way and suitable easements for the installation, operation, and maintenance of the Cooperative's facilities.

2. Commercial, Industrial, or Public Facilities

- a. Upon request, the Cooperative may install underground service to commercial, industrial, and public facilities when the point of service connection for such establishment is located within one hundred fifty (150) feet of the Cooperative's existing facilities which are adequate to serve the load. Any cost to consumer will be as provided in **Appendix B** and **Appendix D**.
- b. Any service requiring the construction of facilities beyond one hundred fifty (150) feet will be extended upon such terms and conditions as are economically feasible to the Cooperative. Cost of construction in excess of one hundred fifty (150) feet will be determined as provided in **Appendix B** and **Appendix D**.
- c. All payments for underground service will be paid in advance.
- d. The Cooperative will determine its preferred method of providing underground service by the extension of:
 - (1) The primary system to a transformer housing or pad on the consumer's property;
 - (2) The secondary system; and or
 - (3) An underground service from an overhead pole.
- e. Secondary voltages provided shall consist of three-phase 120/208 volts and 277/480 volts and single-phase 120/240 volts. Other voltages may be provided, based on facilities available, size of load, and good engineering practice.
- f. The number and location of service points will be determined by economics, good engineering design, local codes, and mutual agreement between the Cooperative and the consumer. Each service point will be metered separately.
- g. The consumer will be required to pay a contribution-in-aid of construction for the extra cost of providing service by a method preferred by the consumer instead of the Cooperative's preferred method, in addition to other applicable charges.
- h. The Cooperative will furnish and install the transformers, transformer enclosure, primary cable and terminators, necessary bus, connectors (including those for secondary), and metering.
- i. For multi-phase installations the consumer may be required to provide all trenching, pads, conduits, and/or duct for both primary and secondary cable, and all ducts and cable for secondary service from the secondary terminals of the transformer to the service entrance equipment.
- j. For single phase installations the opening and closing of all trenches will be performed by the Cooperative or the Cooperative's designee in accordance with the specifications of the Cooperative. Charges will apply per **Appendix D**. The

Cooperative at its sole discretion may grant permission to the consumer to open and close the trench.

- k. The consumer shall provide adequate right-of-way and suitable easements for the installation, operation and maintenance of Cooperative's facilities.

3. Outdoor Lighting

Underground service for outdoor lighting systems will be provided with charges applied in accordance with **Appendix D**.

4. Other Requirements Applicable to any Underground Line Extension

- a. All underground facilities will be installed in conduit. The conduit may be furnished by the Cooperative or by the owner or developer, at the discretion of the Cooperative.
- b. The owner or developer will reimburse the Cooperative for the cost of installing and removing any temporary overhead facilities requested by the owner or developer.
- c. The owner or developer will furnish, without cost to the Cooperative, all necessary easements and rights of way and will be required to initially cut and clear the same. The owner or developer will be required to have the rights of way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have all lot lines established before construction of the electrical distribution systems begins.
- d. Underground service shall be installed only upon such terms and conditions as are economically feasible to the Cooperative.
- e. The type of construction, including pad and conduit sizes, and the location of said facilities will be determined by the Cooperative. Should the consumer desire changes in either location or type of construction, such changes will be made only upon the consumer paying the Cooperative the estimated additional cost incurred in advance.
- f. Shrubs, trees and grass sod requiring protection during the installation and/or maintenance of the underground service will be the responsibility of the consumer, and the consumer will hold the Cooperative and/or its subcontractors harmless against any claims for such damage.

It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover. This responsibility includes, but is not limited to, monitoring and maintaining the depth of cable to avoid safety hazards created by erosion, grading, or any activity that otherwise compromises safety or service. If the condition of the trench is deemed a safety hazard, the Cooperative reserves the right to repair at the expense of the owner or developer.

- g. All payments for underground installations will be made prior to commencement of construction by Cooperative.
- h. All applicable permits required by federal, state, or local governments shall be obtained by the consumer, including, but not limited to, storm water discharge permits, soil

erosion permits, etc. Copies of such permits will be furnished to the Cooperative upon request.

D. Swimming Pools, Hot Tubs, Gazebos, Signs, Etc.

The Cooperative will extend electric service to such establishments only under such terms and conditions as are economically feasible for the Cooperative, determined as provided in **Appendix B**.

105 - Standard Supply Voltages

- A. One system of alternating current, 60 cycles per second, at a distribution voltage of 14,400/24,900Y, is supplied throughout the Cooperative's system. The service voltage, number of phases, and type of metering which will be supplied, depend on the Cooperative's available facilities, and upon the character, size, and location of the load to be served.

The standard nominal voltages are described below and are maintained in accordance with United States Department of Agriculture, Rural Utilities Service Bulletin 1724D-113 dated May 16, 2012k, which refers to and relies on ANSI standard C84.1-2011.

Single-phase, 3-wire, 120/240 volts
Three-phase, 4-wire, Wye, 120/208 volts
Three-phase, 4-wire, Delta, 120/240 volts
Three-phase, 4-wire, Wye, 277/480 volts

Voltages other than those listed above may be supplied, solely at the Cooperative's option, and in accordance with a supplemental agreement for electric service.

- B. The distribution system is designed and operated to meet the recommended voltage levels. Maintenance of these voltage levels on all parts of the system at all times cannot be assured. Voltage fluctuations may occur under various circumstances, including but not limited to, the following:
1. Action of the elements
 2. Service interruptions
 3. Temporary separation of parts of the system from the main system
 4. Wear and tear or failure of equipment in the distribution system
 5. Acts of God and causes beyond the control of the Cooperative
 6. Outages

The Cooperative will not incur liability for damages or injury to persons or property, real or personal, whether or not it can be determined that such damage is caused by voltage fluctuations.

- C. Transmission voltages may be made available in some circumstances.

106 - Service Interruptions

- A. The Cooperative cannot and does not guarantee continuous and uninterrupted electric service. The Cooperative shall not be liable for loss or damage, whether such damage is direct or indirect, consequential or otherwise, to the consumer's property, whether real or

personal; equipment, appliances or business caused by any failure to supply electricity, or by any interruption, or phase reversal, of the supply of electricity.

- B. It is the consumer's responsibility to notify the Cooperative promptly of any defect, trouble, or irregularity of the electric service. Upon such notification, the Cooperative will re-establish service within the shortest time practical.
- C. Scheduled interruptions or outages for work on lines or equipment shall be accomplished during a time to minimize the least inconvenience to the affected consumers. The consumer(s) to be affected by such interruption will, if practical, be notified in advance.
- D. All consumers shall be subject to interruption in accordance with the TVA Emergency Load Curtailment Plan.

107 - Standby Power

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

108 - Resale of Power

Consumers shall not directly or indirectly resell the Cooperative's 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, or Rules and Regulations of the Cooperative, or by state, or local laws, rules and codes.

109 - Office and Service Hours

The Cooperative's headquarters office is located in Dalton, Georgia, with district offices located in Calhoun, Trion, and Fort Oglethorpe, Georgia. The normal business hours may vary and are generally stated as from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. Routine and regular service work is performed during normal business hours. Emergency service work is performed 24 hours a day, 7 days a week. Business hours may be changed or extended upon reasonable notice.

200- SERVICE CONNECTIONS, CONSUMER WIRING, CONSUMER EQUIPMENT

201 - Service Connections

- A. The Cooperative will furnish and install only one service drop to a metered point. The consumer must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electric Code, the Cooperative's requirements, and state or local laws,

codes or ordinances. Evidence of compliance with local inspection requirements must be provided.

- B. The point of attachment furnished by the consumer must be located at a point where the Cooperative's facilities can be constructed at reasonable cost and in accordance with sound engineering practices. The Cooperative reserves the right to designate the location of the point(s) where attachments and meters will be located.
- C. Except as provided otherwise in these Service Rules and Regulations, the Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the electric power consumption measuring device; PROVIDED, that where the Cooperative agrees to provide primary service, the Cooperative may continue to own, operate, and maintain facilities beyond such meter installation under such terms and conditions as provided for elsewhere in these rules and regulations or in a supplemental agreement between the Cooperative and the consumer.
- D. No more than one residence may be served through one meter.
- E. Should the consumer request, the Cooperative may, at its option, install facilities in excess of the minimum requirements provided for in this policy. Any such additional service facilities will be furnished on the basis of direct cost plus appropriate overhead charges.
- F. All services, facilities, and equipment constructed and installed by the Cooperative, unless determined otherwise by the Cooperative, shall remain the sole property of the Cooperative and shall not become part of the property or premises to which they are attached or on which they are constructed. In addition, foreign objects such as basketball goals, signs, consumer owned lighting, etc. shall not be attached to Cooperative poles and/or other facilities and any such objects may be removed by Cooperative personnel without any prior notice or liability therefore.

202 - Temporary Service Poles

- A. Temporary poles for attachment of service wires and metering equipment shall be furnished by consumers who have new buildings under construction or who are reconstructing a building. The temporary service pole shall be constructed in accordance with the National Electric Safety Code, local government code requirements, and applicable Cooperative specifications, but in no case will the point of attachment to such pole be less than 12 feet from ground level.
- B. The temporary service pole shall not be used by the consumer after the building has been occupied or the construction of the building has progressed to such a stage that the temporary service can be made permanent on the constructed building.
- C. The Cooperative reserves the right to designate the location of all temporary service poles.

203 - General Wiring Requirements

- A. Each consumer shall cause all premises receiving electric service pursuant to his membership to become and remain wired in accordance with the specifications and requirements of the

Cooperative, the National Electric Code and any applicable requirements of local or state government. All connections must be equipped with suitable service entrance facilities adequate to handle the load. The Cooperative does not furnish a panel for use inside or outside of any service point.

- B. Meter bases may be supplied by the Cooperative to be installed by the consumer or his contractor in accordance with applicable requirements of local or state government, and in compliance with the National Electric Code and the Cooperative's standards. Meter bases not supplied by the Cooperative must be UL listed. Upon installation, meter bases shall become the property of the consumer. The Cooperative shall have no obligation to repair or maintain the meter base and shall have no liability for the failure of a meter base. All meter bases must be placed ahead of all consumer switches, junction boxes, and fuses, and installed in such manner and location that meters will not be unreasonably exposed to hazardous conditions. Meters will not be located or built around so as to be enclosed within a structure (screen porches, garages, rooms, etc). Rather, all meters shall remain readily accessible to Cooperative personnel for reading and servicing at all times. Meters shall, at all times, remain the property of the Cooperative. The consumer grants the Cooperative access to the meter base, whether provided by the Cooperative or the consumer, for any purpose associated with the provision of electric service to the consumer. The consumer further agrees that the Cooperative may use any external cut off device which is part of the meter base.
- C. All service entrance cables shall be exposed or enclosed in conduit in plain sight from the service head to the meter base. These cables and/or wiring are not the property of the Cooperative. A separate ground wire of sufficient size shall extend from the consumer's electrical panel and shall be connected to the grounding system in accordance with the National Electric Code or other applicable code requirements. Conductors shall be of sufficient size to carry the loads as computed in accordance with the then current edition of the National Electric Code. Ampacity shall be determined from applicable tables therein, including all applicable notes thereto.
- E. The consumer will provide and install all necessary wiring. No additional materials or tests are provided or conducted by the Cooperative upon meter installation.

204 - Cooperative Responsibility

- A. The responsibility of the Cooperative for installation and maintenance of electrical service connections will not extend past the point of attachment to the consumer's premises.
- B. No Cooperative employee shall be permitted, on Cooperative time, to perform work on the consumer's distribution system beyond the point of service connection or beyond the meter base, whichever is the greater distance, unless specifically approved by the Cooperative.
- C. Connection of service will in no way be an indication that the Cooperative has approved the consumer's installation and wiring.
- D. The consumer shall hold the Cooperative harmless from any claims or suits that may arise, occur, or result from the consumer's distribution and control of electrical service supplied by the Cooperative.

- E. 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.

205 - Consumer Equipment

A. Electric Motors

1. Motor installations larger than 10 HP require notification to the engineering department of the Cooperative. The maximum permissible motor size depends upon the consumer's location on the distribution system and the capacity of the circuit.
2. The consumer should provide devices that will protect motors against overload, short circuit, or changes in conductor phases. Motors that cannot be safely subjected to full voltage at starting should be provided with motor starting devices which limit the amount of current drawn. In addition, where motors are subject to damage due to loss of one or more phases, adequate protective devices should be installed to ensure that, in the event of failure of the supply voltage, on one or more phases, the motor will be disconnected from the line.
3. The Cooperative cannot guarantee continuous and uninterrupted 3 phase current and direction of phase rotation. Consumers operating motors or other apparatus requiring unchanged phase rotation and continuity of three-phase supply should equip such machinery with suitable protection against such reversal or phase failure. The Cooperative shall not be liable for damages, direct or consequential, resulting from loss of 3 phase current or change in direction of phase rotation.

B. Electric Generators, Solar Panels, Windmills, Storage Batteries, and Other Auxiliary Power Equipment

1. Where auxiliary generation is installed by the consumer to provide supplemental power, parallel operation of the consumer's generating equipment with the Cooperative's system is not permitted unless specifically agreed upon in writing by the Cooperative. A double throw switch must be installed to isolate the consumer-owned equipment from the Cooperative's facilities.
2. In diversified operations, where approved by the Cooperative, where there is more than one building or operation served from one metering point, the double throw switch and related switching gear may be installed by the consumer at the central metering location in line with the secondary service facilities. All such installations must be approved by the Cooperative's engineering department.

C. Electric Welders and Miscellaneous Devices

Consumers planning 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 service to other consumers. The Cooperative should be advised before the installation of the equipment.

D. Consumer Responsibility

All protection equipment required by this Section 205 shall be installed at the cost of the consumer.

206 - Power Factor Correction

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. When the overall power factor of the consumer's load is not in accordance with the Cooperative's current specifications, 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.

207 - Load Balance Between Phases

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

300- CONSUMER CLASSIFICATIONS

301 - General

- A. Electric service will be provided under one or more of the Cooperative's standard rate schedules and/or riders, applicable to the class of service. In some cases there may be more than one rate schedule and/or rider applicable to a classification of service, in which case, the conditions under which each is applicable to the requirements for the individual consumer are plainly set forth in the published rate schedules. Subject to any limitations provided in such rate schedules, the consumer may select the rate schedule(s) under which service will be billed.
- B. Upon request, the Cooperative will advise any 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 rate or for the continuance of the lower annual cost under the rate selected should the volume or character of service change.
- C. The consumer may not change to another rate unless there is a substantial change in the character or conditions of the service.

302 - Residential Service

- A. This classification includes single-family dwellings, including apartments and condominiums, for domestic purposes, and uses incidental thereto if served through the same meter.
- B. Each residential unit or facility must be individually metered and no more than one family unit may be served from one meter.
- C. When a consumer has his residence and a business on the same meter, the consumer will be classified as General Power, and service will be provided under the appropriate general power rate.

303 - General Power Service

This classification includes commercial, industrial, governmental, institutional, and farm and other agricultural consumers, as well as other consumers not eligible for service under any other available rate schedule, for all uses, including lighting, heating, and power. All service under this classification requiring more than 50 kW demand, or which requires any special charges or conditions, may be provided under written contract with the consumer. For service requiring 50 kW demand or less, the Cooperative may require a written contract. Service under this classification will be provided under one or more of the appropriate rate schedules applicable to this classification of service.

304 - Street and Park Lighting Systems, Traffic Signals, and Athletic Field Lighting

This classification includes street and park lighting systems, traffic signal systems, and athletic field lighting installations. Service under this classification will be provided under the appropriate provisions of the applicable rate schedule and in accordance with the provisions stated thereunder, and as provided for this classification of service in these Rules and Regulations.

305 - Outdoor Lighting Service for Individual Consumers

This classification covers outdoor lighting and poles conforming to the Cooperative's specifications for dusk to dawn lighting. Service under this classification will be provided under the appropriate provisions of the applicable rate schedule and in accordance with the provisions stated thereunder, and as provided for this classification of service in these Rules and Regulations.

306 - Filing and Availability of Rate Schedules

Copies of the Cooperative's rate schedules shall be on file and available on the Cooperative's website, at the headquarters of the Cooperative in Dalton, Georgia, at the various district offices of the Cooperative, and at the Georgia Public Service Commission. Changes to such rate schedules will be communicated to members via the Cooperative's website, member newsletters, and/or other applicable notification venues.

400- METERING

401 - Electric Meters

- A. All electric meters are the property of the Cooperative and shall be installed in meter bases. All electric meter bases shall meet the requirements of the Cooperative at Section 203B, and shall be installed on an exterior surface with the center of the base not less than 4 feet nor more than 6 feet above finished grade level. The Cooperative reserves the right to designate the location of the point where attachments and meter will be located. Accessibility to meters shall be a basic requirement of receiving electric service.
- B. Meter bases for premise-mounted, permanent-type installations may be supplied by the Cooperative. All installations will be in accordance with applicable requirements of local or state government, and in compliance with the National Electric Code and the Cooperative's standards.
- C. Central meter pole service may be provided when such installations are necessary, as determined by the Cooperative. When central metering is provided, the meter pole will be the responsibility of the consumer and the consumer shall pay for service entrance equipment installed on the meter pole, plus any other applicable charges related to added services.
- D. Meters shall be placed ahead of all consumer-owned switches, fuses or circuit breakers unless otherwise agreed to by the Cooperative.
- E. For large single-phase installations of over 400 amperes capacity and for three-phase and underground installations, the Cooperative shall specify the type of metering equipment required before installation. "Current transformer" (C.T.) metering will be provided without additional charge where the Cooperative determines that such metering is required or appropriate. Should the consumer request C.T. metering, where the Cooperative has determined that, due to consumer's anticipated load, C.T. metering is not required, such metering will be provided upon consumer's payment, in advance, of the additional cost of providing such metering.
- F. In case of line construction for the benefit of the Cooperative, requiring the relocation of the point of service attachment, relocation shall be at the expense of the Cooperative.

402 - Meter Reading

- A. Electric meters will be read intermittently by the Cooperative on a prearranged schedule. Reading dates for billing may vary periodically due to weekends, holidays, weather conditions, and other factors.
- B. If the reading for billing is not available for a given month, the meter reading and corresponding use for the month may be estimated based on use by the consumer in previous days and applicable weather data.

- C. If the meter readings cannot be obtained by the Cooperative's preferred method, the Cooperative reserves the right to read the meter and recover the cost of the difference in such method and the Cooperative's preferred method from the consumer.
- D. The Cooperative shall not be obligated to make adjustments to accounts in subsequent months which were due to variations in meter reading dates.

403 - Incorrect Reading of Meter

If the meter is incorrectly read, the correct reading shall be ascertained and the bills will be recalculated as nearly as possible to reflect the correct usage.

404 - Failure of Meter to Register Correctly

- A. If a meter fails to register correctly, the consumer will be billed on an estimated consumption which will be based on the consumer's previous consumption in similar periods, comparative uses, size of connected loads, and other relevant facts.
- B. Meters found to be over or under registering by more than two percent (2%) will make the consumer's account subject to adjustment from the time of the inaccurate registration; provided the time can be clearly determined by the Cooperative. When the time cannot be clearly determined, the adjustment will be made following full investigation of all circumstances in connection with incorrect registering of meter, but in no case will the adjustment be for a period greater than six (6) months.
- C. If consumer's meter has failed to properly register the electricity used by the consumer or the consumer has not been billed for his/her/its actual electric use, or the consumer has been billed based on an incorrect rate or class, the consumer agrees to pay the Cooperative for the electricity actually consumed by consumer at the correct rate or class regardless of the amount of any bill, invoice or statement rendered to consumer during the time period in question. Consumer specifically waives the right to assert the defenses of accord and satisfaction, account stated, equitable estoppel, or statute of limitation defenses against the cooperative in any dispute arising from the under-billing of consumer's electric consumption.

405 - Meter Tests

- A. Subject to Section 700 hereof, upon request, the Cooperative will have a consumer's meter tested for accuracy. This test will incur a charge as stated in **Appendix E** unless the test proves the meter to be in excess of $\pm 2\%$ error. Any meter test that reveals more than $\pm 2\%$ error will incur no test charge and an adjustment will be made to the account for the overbilling or underbilling, as provided under Section 404.
- B. The Cooperative will make periodic tests and inspections of its meters in order to maintain the required standard of accuracy.

406 - Primary Metering/Secondary Consolidation/Special Equipment

Consumers served under rate schedules applicable to consumers requiring over 50 kVA transformer capacity, and who have multiple metering points at the same premises, may request "primary" or "master" metering under which all service will be consolidated under one meter and power used will be metered at primary voltage. Similarly, consumers may elect to have secondary services consolidated under a single secondary voltage meter. Under these arrangements, consumers will have a choice of either paying for the distribution facilities beyond the primary or consolidated meter, including consolidation and primary metering costs, or leasing such facilities from the Cooperative at a monthly rate equal to the Cooperative's "carrying cost of investment," as provided on **Appendix F**; PROVIDED, however, in certain cases, including those where the consumer desires service at a primary voltage, the Cooperative may provide primary metered service without any additional charge.

407 - Tampering with or Bypassing Cooperative's Meter or Equipment

- A. No person, except an employee or authorized agent of the Cooperative shall alter, remove or make any connections to the Cooperative's meter or service equipment. No meter seal may be broken by anyone other than a Cooperative employee or authorized agent. Where the Cooperative discovers that a meter seal has been cut, broken, or otherwise removed or opened, without authorization, the Cooperative may reseal the meter base, review and test the meter and attempt to determine the cause of the cut seal. Charges may be applied as provided in **Appendix E**.
- B. The following procedures will be followed in cases of evidence of meter tampering or current diversion or a consumer is receiving the benefit of otherwise unmetered electric energy:
1. Subject to the provisions of Section 515 hereof, upon discovery that a meter has been tampered with or that the consumer is receiving unmetered electric service, such consumer may be immediately disconnected.
 2. Evaluation of such tampering including estimated load and usage of the consumer will be documented at the time of disconnection.
 3. Consumer may be required to contact to one of the Cooperative's offices, as designated by the Cooperative; and comply with the obligations listed below, before restoration of electric service.
 - a. Payment of a minimum charge, as provided on **Appendix E**, for costs incurred by the Cooperative in investigating, disconnecting service and estimating the billing for unmetered energy, and for any damage to the Cooperative's equipment and restoration of the Cooperative's and consumer's facilities to the Cooperative's specification. If actual charges are higher, the consumer will be liable for same and will be provided an itemized statement to the consumer.
 - b. Payment for estimated unmetered energy used by the consumer, subject to the provisions of Section 509.
 - c. Payment of all other charges owed by the consumer.
 - d. Payment of a charge, as provided on **Appendix E**, for resetting and resealing the meter.

- e. Payment of an initial or additional security deposit, if required by the Cooperative.
- f. Compliance with other requirements of any appropriate regulatory agencies.
- g. Restoration of the Cooperative's and consumer's facilities to the Cooperative's specifications.
- h. All charges will be paid at such time and place as determined by the Cooperative.
- i. After all charges have been paid, the meter will be reset and sealed.
- j. The Cooperative reserves the right to pursue legal action (criminal or civil) as it deems appropriate.

500- BILLING

501 - Billing Period and Payment of Bills

- A. All consumers shall be billed monthly. Bills are due and payable upon receipt of the bill by the consumer. Failure to receive a bill does not relieve the consumer's obligation to make payment when due. However, upon request, the Cooperative will advise consumer of the amount of the bill, the date due, and may provide a duplicate bill.
- B. Bills are delinquent if not paid by the "due date" which is normally the 15th day (including the billing date) from the billing date. If payment has not been received by the "due date," a "delinquent notice" will be mailed to the consumer and the cost of this notice may be charged to the consumer, as provided on **Appendix E**. At the time the "delinquent notice" is produced, a late payment penalty, as provided on **Appendix E**, will be applied to consumer's account. If payment has not been received by the 25th day (including the billing date) after the billing date, electric service shall be subject to disconnection without further notice, in accordance with the notification provided on the "delinquent notice." Such accounts will also be subject to service charges as provided in **Appendix E**.
- C. Where a consumer has two or more accounts, any payment received shall be first applied against any non-electric service charges (e.g., contracts for loans, merchandise, or other non-electric services, miscellaneous service charge, etc.) and the balance of such payment, if any, shall be deemed credited on a pro rata basis against the balances of all accounts, regardless of the fact that the Cooperative may maintain its billing and payment records for each account separately.
- D. Electric service bills may be paid via real-time posting options, including but not limited to: mobile app, website, kiosk, automated phone system, NGEMC approved off-site payment venues and cashiers (phone, drive-thru during business hours). Other payment options include mail via the postal service and night drop boxes located at all office drive-thru locations. Any payment received through the night drop will post the next business day. The Cooperative reserves the right to refuse to accept any tendered payment on a consumer's account.

502 - Extension of Credit

The Cooperative may deviate from its policy on disconnection for delinquent bills in recognition of extenuating circumstances but only in accordance with the following standards:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill and that 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
- C. 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; or
- D. 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; or
- E. When the forecasted temperature is 32 degrees Fahrenheit, or less, or when the temperature is above 98 degrees Fahrenheit, or when a heat advisory is in effect, and to discontinue electric service could jeopardize the welfare of affected consumer(s). Weather is assessed via www.ngemc.com. The most extreme weather condition (temperature or advisory) at any of the districts has been the determinate since before 2005.

503 - Deferred Payment Plan

- A. The Cooperative may offer, under extenuating circumstances, a deferred payment plan (such plan being defined as one entered into where the consumer is unable to pay the entire balance due within thirty (30) days of consumer's next scheduled cut-off date) to a consumer who has expressed an inability to pay the entire bill, when due, and where other credit conditions are met. This plan is not applicable to amounts due under a separate contract.
- B. Any deferred payment plan entered into, due to the consumer's inability to pay the outstanding bill in full, shall provide that service will not be discontinued if the consumer pays current bills and complies with the written deferred payment agreement in **Appendix G**.
- C. For purposes of determining the payment amount under the deferred payment agreement, the following may be considered:
 - 1. Size of the delinquent account;
 - 2. Consumer's ability to pay;
 - 3. Consumer's payment history;
 - 4. Time that the debt has been outstanding;

5. Reasons why debt has been outstanding;
 6. Any other relevant factors concerning the circumstances of the consumer.
- D. The deferred payment plan will be in writing, and will state immediately preceding the space provided for the consumer's signature, and in boldface print, that:
- "If you are not satisfied with this contract, do not sign this contract. If you sign this agreement, you give up your right to dispute the amount due under the agreement except for North Georgia EMC's failure or refusal to comply with the terms of this agreement."
- E. A deferred payment plan may include a penalty for late payment and/or an administrative fee as provided in **Appendix E**.
- F. If a consumer has not fulfilled the terms of a deferred payment plan, the Cooperative will have the right to disconnect service, without further notice. However, solely at its option, the Cooperative may elect not to disconnect service until a disconnect notice has been issued to the consumer indicating the disconnection. The Cooperative may, but shall not be obligated to offer a subsequent deferred payment agreement prior to disconnection.
- G. All consumers may participate in the deferred payment with no discrimination. See **Statement of Non-Discrimination**.
- H. A deferred payment plan may be made by contacting any Cooperative office. The consumer will execute the deferred payment agreement and the consumer will be provided with a copy of the signed agreement.
- I. If the consumer's economic or financial circumstances change substantially during the time of the deferred payment plan, the Cooperative may renegotiate the deferred payment plan with the consumer, taking into account the changed economic and financial circumstances of the consumer, but shall not be obligated to do so.
- J. The Cooperative is not obligated to enter into a deferred payment plan with any consumer who is lacking sufficient credit or a satisfactory history of payment for previous service when that consumer has had service from the Cooperative for less than six (6) months.

504 - Payment Arrangements

Payment arrangements are any arrangements or agreements between the Cooperative and a consumer in which an outstanding bill will be paid after the "delinquency" date (not less than 15 days from the bill date) of the outstanding bill but before the "due date" date of the next bill. If a consumer does not fulfill the terms of such payment arrangements, the Cooperative will have the right to disconnect service, without further notice. Solely at its option, though, the Cooperative may elect not to disconnect service until a disconnect notice has been issued to the consumer. Payment arrangements may include a fee as provided in **Appendix E**.

505 - Levelized Payment Plan

The Cooperative will offer a levelized payment plan to residential consumers who meet the plan's eligibility requirements.

- A. Under this plan, eligible residential consumers will pay, on a monthly basis, one-twelfth (1/12) of the most current 12 months under the appropriate consumer class rates, plus one-twelfth (1/12) of the accrued difference between actual billings and levelized bills.
- B. If a consumer does not fulfill the requirements of the levelized payment plan, the Cooperative may remove consumer from the levelized payment plan, in which case, all amounts owed shall immediately become due and payable, failing the payment of which, the Cooperative may disconnect service to consumer pursuant to the disconnection rules provided elsewhere in these Rules and Regulations.
- C. The Cooperative may collect a deposit from any consumer entering into a levelized payment plan, except that the deposit will not exceed an amount equivalent to two month's estimated bills. Notwithstanding any other provision of these rules, the Cooperative may retain the deposit for the duration of consumer's participation in the levelized payment plan.

506 - Rendering of Bills

The monthly billing cycle shall be for an approximate thirty (30) day period. The annual billing cycle shall be twelve (12) monthly billing cycles. All billing cycles shall be within a calendar year period as recognized by standard accounting practices. Bills for electric service will be rendered monthly, unless service is rendered for a period of less than a month. Bills will be rendered as promptly as possible following the reading of meters.

507 - Disputed Bills

- A. In the event of a dispute between a consumer and the Cooperative regarding any bill for electric service, the Cooperative will promptly investigate as required by the particular case, and report the results thereof to the consumer, along with its position on the matter. The investigation will include a supervisory review of the issue. In the event the consumer is not satisfied with the results of the Cooperative's investigation and position, a formal complaint may be submitted in writing to the CEO as provided in (Section 817), hereof.
- B. Notwithstanding any other section of these rules, for a period of no more than 60 days, the consumer shall not be required to pay the disputed portion of the bill which exceeds the amount of the consumer's average monthly bills at current rates, pending the completion of any investigations and resolution of the dispute. For the purposes of this rule only, the consumer's average monthly bills at current rates will be the average of the consumer's gross electric service billings for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage will be estimated on the basis of usage levels of similar consumers and under similar conditions.

508 - Notification of Alternative Payment Programs or Payment Assistance

When a consumer contacts the Cooperative concerning inability to pay a bill or need of assistance with their bill payment, the Cooperative or the Cooperative's representative will inform the consumer of all available alternative payment and payment assistance programs available from the Cooperative, and of the eligibility requirements and procedure for applying for each. The Cooperative's representative will also endeavor to inform consumer as to available public assistance programs.

509 - Adjusted Bills Due to Meter Tampering

In cases of meter tampering, bypassing, or other service diversion, the following methods of calculating amounts due the Cooperative during such periods of tampering, bypassing, or other service diversion, will be used:

- A. Estimated bills based upon service consumed by that consumer at that location under similar conditions during periods preceding the initiation of meter tampering or service diversion. Such estimated bills will be based on at least 24 consecutive months of comparable usage history of that consumer, when available, or lesser history if the consumer has not been served at that site for 24 months.
- B. Estimated bills based upon that consumer's usage at that location after the service diversion has been corrected;
- C. Where a consumer will allow the electric Cooperative to perform a load study of the consumer's appliances, heating/cooling equipment, etc., in use during the period of meter tampering, by estimated bills using the total projected loads of those appliances, heating/cooling equipment, etc., using nationally recognized appliance load studies published by the Edison Electrical Institute or the manufacturer's information for each appliance or other item of electrical equipment, or where available, comparable load study data obtained by the Cooperative, applicable within its service area;
- D. In cases of a tampered meter where the amount of actual unmetered consumption can be calculated after testing the meter, using industry recognized testing procedures, bills may be calculated for the consumption over the entire period of meter bypassing or other service diversion;
- E. In cases of meter bypassing or other service diversion, where the amount of actual unmetered consumption can be calculated by industry recognized testing procedures, bills may be calculated for the consumption over the entire period of meter bypassing or other service diversion:
 1. Paragraph (A) of this subsection does not prohibit the Cooperative from using other methods of calculating bills for unmetered electricity when the usage of other methods can be shown to be more appropriate in the case in question;
 2. The Cooperative will not charge any additional penalty or make any other additional charge for meter tampering or bypassing or other service diversion, other than as provided in Section 407 of these rules, unless such penalty or such other additional charge has been approved by order of a court of law of competent jurisdiction.

510 - Record Retention

The Cooperative will maintain monthly billing records for each account for at least two years (24 months) after issuing of the bill. Billing records will contain data sufficient to reconstruct a consumer's billing for a given month. Copies of billing records for the most recent twenty-four (24) months may be obtained by the consumer upon request or via the secure electronic customer portal. Requests for substantial quantities of billing records may be provided upon payment by consumer of the cost of researching and providing the same.

511 - Disconnection for Ill and Disabled

The Cooperative will not discontinue service to a delinquent residential consumer permanently residing in an individually metered dwelling when that consumer establishes that discontinuance will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a consumer seeks to avoid termination of service under this section, the consumer must have the attending physician (for purposes of this section, the term "physician" shall mean a licensed medical doctor) call or contact the Cooperative within 15 days of issuance of the bill. A written statement must be received by the Cooperative from the physician within 25 days of the issuance of the bill. The prohibition against service termination provided by this section shall extend for 30 days from the issuance of the bill or such lesser period as may be agreed upon by the Cooperative and the consumer or physician. The consumer who makes such request shall enter into an arrangement or deferred payment plan.

512 - Disconnection to Energy Assistance Grantees

The Cooperative will not terminate service to a delinquent residential consumer for a billing period in which the consumer has applied for and been granted energy assistance funds if any agency for administration for these funds has notified the Cooperative, in writing, prior to the date of disconnection, of approval of an award sufficient to cover the bill, or a portion of the bill so that the consumer can successfully enter into a deferred payment plan for the balance of the bill.

513 - Adjustment of Meter Readings

Whenever it is found that an incorrect reading has been received (or used for billing purposes), an appropriate adjustment shall be made. The correct reading shall be ascertained, and the bills will be recalculated as nearly as possible to reflect the correct usage.

514 - Returned Payments

When a payment received on a consumer's account is returned unpaid by the financial institution, the Cooperative will notify such consumer. A charge, as provided in **Appendix E**, will be added to the consumer's account to cover the additional cost involved in processing the returned payment.

515- Other Reasons for Disconnection

- A. Service may be disconnected immediately and without notice for any of the following reasons:
1. For fraudulent representation as to the use of electric service,
 2. Whenever such action is necessary to protect the Cooperative from fraud or abuse,
 3. For abuse or tampering with service wires, connections, meters, seals, or any other facilities belonging to the Cooperative,
 4. For diversion of electric current or any unauthorized electrical connection,
 5. For the use of equipment which adversely affects North Georgia EMC's service to its other consumers,
 6. Discovery of a condition determined by the Cooperative to be hazardous, or detrimental to system operation,
 7. Pursuant to an order issued by a court of competent jurisdiction or an order of a federal, state or local government having authority to order service termination.
- B. Service may be disconnected, after reasonable notice, for the following reasons:
1. Where entry to its meter or meters is refused or where access thereto is obstructed or hazardous, or the meter is no longer on the outside wall of the structure. Refer to Section 602.
 2. For violation of and/or non-compliance with any applicable state, federal or local laws, regulations and codes pertaining to electric service.
 3. For non-compliance with the bylaws, rates, rules and regulations of the Cooperative.
 4. Pursuant to an order issued by a court of competent jurisdiction or an order of a federal, state or local government having authority to order service termination.
- C. Electric service will be reconnected under the following conditions:
1. Payment of all applicable service charges for reconnecting.
 2. Payment for any unmetered power and energy.
 3. Cessation of violations or non-compliance for which service was terminated.

600- EASEMENTS, RIGHT OF ACCESS, AND COOPERATIVE PROPERTY

601 - Consumer to Grant Easements to Cooperative if Required

Each consumer by virtue of applying for and receiving electric service from the cooperative, grants and conveys to Cooperative, its successors and assigns, and easement or right of way forty feet in width, I.E. twenty feet on either side of the center line of any electric distribution facility of the Cooperative, over, on, under and across such lands of consumer served by the cooperative. The easement shall be for the purpose of electric distribution or broadband facilities allowed by law to serve consumer, or any other consumer of Cooperative. Cooperative may permit third parties to use the easement for the purpose of making attachments to cooperative poles. Consumer agrees that consumer will not allow any structure or physical encroachment on the easement without the written permission of Cooperative. The Cooperative may require the consumer to execute and deliver to Cooperative a specific easement.

602 - Right of Access

The Cooperative's identified employees and agents shall have right of access to consumer's premises, at all reasonable times for any purpose incidental to the supplying of electric and/or broadband services, including meter reading, tree trimming or tree removal, or relocating, testing, repairing, removing, maintaining, or exchanging any or all equipment and facilities which are the property of the Cooperative. Refusal on the part of the consumer to provide reasonable access (including keeping shrubbery adequately pruned to provide unobstructed access to consumer's meter) for the above purposes shall be deemed sufficient cause for discontinuance of service. Prior to such a disconnection, however, the Cooperative will provide proper notice to consumer of its intent to disconnect service.

603 - Consumer's Responsibility for Cooperative's Property

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

700- SERVICE FEES AND CHARGES

701 - Service Fees and Charges

Current charges are provided in **Appendix E** and are subject to revision from time to time hereafter. The Cooperative will establish and publish a schedule of fees and charges including but not limited to membership fees, service connection fees, reconnection charges, special services, etc.

800- MISCELLANEOUS

801 - Application Process

Application for membership and/or electric service may be made in person, at the Cooperative's office drive-throughs, or by mail or telephone, or by such other means as the Cooperative may hereafter establish. All such applications shall be in accordance with the application process established by the Cooperative and shall be subject to these Service Rules and Regulations. Where service to more than one legal entity is required at any one address or location, separate application will be made for each. Each class of service will be metered and billed separately, except that the Cooperative may install more than one meter for each class of service for its convenience. The Cooperative may, but will not be required to connect new service until the Application for Membership and/or Electric Service is completed and signed by applicant and all appropriate fees, deposits, required contributions-in-aid of construction, and any indebtedness for service rendered to the applicant in the past is paid. The Cooperative may refuse service when the applicant engages in any fraudulent scheme or device to avoid payment of indebtedness for past service, including application for service in another name or another legal entity, in accordance with Section 104 of these rules and regulations.

802 - Denial of Service Due to Unpaid Bill

When an applicant who owes a past due bill applies for service or when a person who resided with a consumer during the accumulation of such past due bill applies for service (and who received the benefits of such service), the Cooperative may refuse such service until the beneficial user submits payment for the "past due" bill.

803 - Period of Contract

Unless otherwise specified, all written contracts for service under the scheduled rates of the Cooperative will be for a period of not less than one (1) year and month-to-month thereafter until terminated. When the requirements of the consumer are non-standard, necessitating special lines or equipment, the Cooperative reserves the right to establish a reasonable abandonment charge, or require the consumer to pay the excess cost of the installation. In addition, the Cooperative may also require payment for the cost of removal of facilities if service is disconnected before the expiration of the initial contract period.

804 - Special Electric Service

Electric service incorporating special conditions, not normally allowed or provided for in standard electric service, may be provided under the terms of a written contract.

805 - Housemoving

Any housemoving project which impacts Cooperative facilities will be performed in accordance with O.C.G.A. Section 46-3-30, the "High-voltage Safety Act," and any other subsequently enacted laws or regulations. These activities require notification to the Cooperative and the Cooperative will submit notice to other utilities by creating a ticket in National Joint Utilities Notification System, NJUNS. Only Cooperative personnel will be permitted to disconnect, sever, move, or displace the

Cooperative's facilities, and charges may be assessed for providing this service. Prior to moving any structure, all applicable permits required by federal, state, or local governments shall be obtained and provided to the Cooperative.

806 - Notice of Change of Equipment

In the event a consumer desires to add to or increase the size of his electrical equipment, the consumer shall notify the Cooperative in writing sufficiently in advance so that the Cooperative's facilities may be modified sufficiently to accommodate the increased load. If the consumer fails to so notify the Cooperative, the consumer may be held responsible for any damage to the meter or other equipment of the Cooperative caused by such increased load.

807 - Tampering with Cooperative's Property

No regulating or measuring equipment, or other property or equipment owned by the Cooperative, wherever situated, whether upon consumer's premises or elsewhere, shall be tampered with or interfered with, for any purpose. It shall be presumed that the person in whose name service is being billed and received the economic benefit of such service and has knowingly tampered with the Cooperative's property if:

- A. Electricity has been diverted from the meter.
- B. The electric meter has been altered to prevent accurate measurement of consumption.
- C. Electricity has been obtained through a device without a meter.

808 - Electrical Protection of Service and Equipment

The consumer will be solely responsible for the electrical and mechanical protection of equipment owned and operated by the consumer. The Cooperative will provide electrical protection to the point of delivery, consistent with good engineering practice. The Cooperative and consumer will coordinate electrical and mechanical protection to both electric systems. The Cooperative does not assume the duty of inspecting the consumer's electrical system and/or equipment but retains the right to do so. If conditions detrimental to the Cooperative system or unsafe conditions are found, the Cooperative may temporarily disconnect the electric service until such conditions are corrected.

809 - Consumer's Responsibility for Cooperative's Property

The consumer will be responsible for all damage to, or loss of, the property of the Cooperative, located upon his premises, unless caused by circumstances or events beyond his control. The consumer is not authorized to change, remove, or tamper with the Cooperative's property.

810 - Interconnections

The consumer will notify the Cooperative if he intends to use other sources of electricity or power in conjunction with the Cooperative's electric service and will not interconnect any other source of power unless approved in writing by the Cooperative.

811 - Intermittent Service

If the consumer's use of electric service creates intermittent power fluctuations, the Cooperative may require the consumer to correct such a condition.

812 - Joint Use of Electric Facilities

The consumer shall not install wiring or other attachments to any part of the Cooperative's electric system unless authorized by the Cooperative.

813 - Service Extensions

The consumer shall not extend electric service facilities to adjacent property without written consent of the Cooperative. Subject to Sections 108 and 302(B) of these Rules and Regulations, where the Cooperative discovers that service facilities have been extended from a residential consumer's meter to one or more additional residences, the rate classification will be changed from "residential" to the appropriate "commercial" rate until such condition is corrected. After a reasonable period, as determined by the Cooperative, for the consumer to correct such condition, the Cooperative may disconnect service in accordance with Section 515.

814 - Refunds to Consumers

Refunds to consumers, other than deposit refunds which will be made in accordance with Section 103 of these Rules and Regulations, will be credited to a consumer's future billing; except that, where any such refund would not be returned to the consumer over the next three (3) billing cycles, the Cooperative will, at its option, either issue a check for the entire refund or the amount which would not otherwise be returned over three (3) billing cycles. The Cooperative shall not be obligated to make any such refund by check sooner than the billing date for the third succeeding billing cycle; provided, however, that where an account has been disconnected, any refund due the consumer will be made within thirty (30) days after the issuance of the final bill rendered for service.

815 - General Conditions for Consumer Withdrawal

- A. A consumer may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth as follows:
 - 1. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with membership obligations, all as of the effective date of withdrawal; and either

- a. Removal to other premises not furnished service by the Cooperative; or
 - b. 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 consumer's membership; or
 - c. Resigning in favor of another member of the household.
- B. Upon such withdrawal, the membership fee and any deposits then held by the Cooperative will be applied against any unpaid balance owed the Cooperative, unless provided otherwise in a supplemental contract between the Cooperative and the consumer.

816 - Request for Identification

Requests for identification will be made in accordance with the Cooperative's Identity Theft Prevention Program as required by the Federal Trade Commission.

817 - Resolution of Disputes

It is the responsibility of the Cooperative to engage in a good faith effort to resolve any claim or dispute which may arise between the Cooperative and a consumer on a fair and impartial basis. In this effort, the Cooperative will give consideration to: (a) codes and regulations imposed by state and federal agencies; (b) the Cooperative's articles of incorporation, bylaws, policies, practices, plans, and procedures, which are designed to benefit the membership as a whole; (c) industry standards; and (d) the individual facts and circumstances regarding the claim or dispute. If a problem has not been resolved to the satisfaction of the consumer, or if the consumer believes the resolution is not consistent with the considerations outlined above, the consumer may file a formal complaint in writing directed to the President/CEO. The formal complaint shall include the details of the conflict and any alleged violations of Cooperative policies and bylaws. The President & CEO (or his/her designee) will investigate the complaint with oversight from the Cooperative's Board of Directors. At the conclusion of this investigation which shall not exceed 45 days, the final written decision will be provided to the consumer and the Board of Directors.

818 - No Prejudice of Rights

The failure of the Cooperative to enforce any of the terms of these Service Rules and Regulations on given occasions shall not be deemed as a waiver of the Cooperative's right to do so on subsequent occasions.

819 - Revision of Service Rules and Regulations

Service Rules and Regulations for electric service are established by the Board of Directors of the Cooperative and may, from time to time, be altered, amended, revised or supplemented by the Board. If a consumer has any question concerning the current Service Rules and Regulations, inquiry should be directed to any of the Cooperative's employees. Current copies of the Service Rules and Regulations are available during regular business hours and will be provided, upon request, to any consumer or applicant for service. The Rules and Regulations are also available on the Cooperative's website.

820 - Filing of Service Rules and Regulations

Copies of the Cooperative's Service Rules and Regulations are available at any NGEMC drive-thru, the Cooperative's website, and are on file and available at the Georgia Public Service Commission.

PUBLIC DISCLOSURE DOCUMENT

**APPENDIX A
TO
SERVICE RULES AND REGULATIONS**

DEPOSIT POLICY

INITIAL MINIMUM DEPOSITS

A service security deposit will be required by residential and nonresidential applicants for service if the Cooperative determines that such deposit is needed to assure payment of the power bill. Such deposits shall not be more than twice the average monthly bill, except when service is being furnished on the basis of a written contract.

CONDITIONS FOR WAIVER OF RESIDENTIAL DEPOSITS

For Residential applicants/consumers, the initial deposit required may be waived if any one or more of the following requirements is met:

1. The applicant is a member in good standing with respect to other electric service accounts and has not appeared on the disconnect for non-payment list, or have been disconnected for other reasons, with respect to such account(s) in the last twelve (12) months.
2. No "returned checks" have been received from the applicant with respect to other electric service accounts during the past twelve (12) months.
3. The applicant can provide a letter of credit from his most recent electric service supplier showing not more than one (1) late payment in the last twelve months of service and no unpaid balance.
4. The applicant is a former member of the Cooperative who, when membership was terminated, was a member in good standing and left no unpaid balance, and no "returned checks" were received during the last 12 months of service.
5. Credit score evaluation. Satisfactory credit score level.

If at the time of application, the applicant is unable to provide a satisfactory letter of credit from his most recent power supplier for waiver of deposit, a standard initial deposit will be required which will be applied to the account upon receipt of such letter or report.

ALTERNATIVE SECURITY AGREEMENTS FOR NON-RESIDENTIAL APPLICANTS

Deposit requirements for non-residential applicants may be satisfied through any of the following options

1. A cash deposit of the amount required.

2. A surety bond for the required amount in such form and substance as specified by, or acceptable to, the Cooperative.
3. An irrevocable letter of credit from a Bank or other financial institution, acceptable to the Cooperative, wherein payment is guaranteed up to two (2) consecutive months electric service, until or unless such letter of credit is cancelled and the Cooperative is so notified not less than thirty (30) days prior to cancellation.
4. A certificate of Deposit for the required amount, issued in the name of the applicant "or" Cooperative, and held by the Cooperative, and which may be cashed "on demand" by the Cooperative, upon default in payment by consumer, after consumer's account has become past due.
5. Security Deposit Program application and approval; available for Class 50 and larger.

ADDITIONAL DEPOSITS

After a consumer's account has appeared on the disconnect for non-payment list the second time in a twelve (12) month period, the Cooperative may require an initial or additional deposit, or other security satisfactory to the Cooperative, up to two months average power bill.

When electric service is disconnected for non-payment, the Cooperative may require consumer to pay or increase deposit up to 2 months average power bills, before service is restored, but may agree to bill consumer for all or a portion of such increased deposit amount.

Additional deposit amounts may be billed to the consumer and electric service may be disconnected if such deposit amount, in addition to the electric service charges, is not paid within 25 days of the "bill date" stated on the bill rendered.

REFUNDING OF DEPOSITS

Residential

Unless provided otherwise in a written agreement, residential deposits may be refunded after twelve (12) months if consumer's payment record does not reflect any past due amounts, cut off notices, appearance on cut off list, actual cut off or returned payments within the most recent 12 months.

Non-Residential

Deposits received from non-residential applicants/consumers will be refunded upon termination of service.

Revised 08/22/2019

**APPENDIX B
TO
SERVICE RULES AND REGULATIONS**

LINE EXTENSION FEASIBILITY ANALYSIS

METHODOLOGY

This feasibility analysis methodology is based upon the concept that depreciation is the only cost component through which investment in facilities is recovered, and further, that of each dollar of gross margin (revenue less purchased power cost), a certain portion is available to meet depreciation expense. By dividing any negative difference, between the revenue available for depreciation and depreciation expense, by the depreciation rate, any required contribution-in-aid of construction can be determined.

APPLICATION

The factors used for determining feasibility will be extracted from the fiscal Operating Statement. Thereafter, the factors will be revised to reflect changes in the Cooperative's general rate level and cost factors relative to investment. Factors used in this analysis are as follows:

1. Annual composite depreciation rate on distribution plant investment	3.80%
2. Total annual electric revenue (excludes other electric revenue)	\$251,057,259
3. Total annual purchased power cost	\$192,924,121
4. Gross margin (revenue less power cost)	\$58,133,138
5. Total annual depreciation expense-distribution plant	\$17,864,986
6. Depreciation expense as percent of gross margin	30.73%

Revised: 5/4/2023

The above factors will be applied, as indicated below, in the determination of any required contribution:

Line		
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No.	Description	Amount
1.	Total Investment ⁽¹⁾	\$
2.	Less: Investment on Extension allowance ⁽¹⁾	-
3.	Net extension investment ⁽²⁾	\$
4.	Revenue less power cost ⁽¹⁾	\$
5.	Depreciation allowance (@30.73%) (Line 4 x %)	\$
6.	Less: Depreciation on extension allowance (@ 3.80%) ⁽³⁾ (Line 2 x %)	\$
7.	Net depreciation allowance ⁽⁴⁾ (Line 5 - Line 6)	\$
8.	Depreciation on net Extension Investment (@ 3.80%) (Line 3 x %)	\$
9.	Difference (Line 7 - Line 8)	\$
10.	Depreciation rate	÷ .0380
11.	Contribution required (if negative)	\$

Notes: ⁽¹⁾Estimated by Cooperative

⁽²⁾Only this amount is subjected to feasibility evaluation since the Cooperative provides minimum length extensions, for certain classifications of service, without requirement for feasibility evaluation.

⁽³⁾This adjustment is necessary to reflect the Cooperative's policy of providing minimum length extensions for certain classifications of service, without charge, regardless of feasibility.

⁽⁴⁾If this amount is -0- or less, the net extension investment is not economically feasible and the net extension amount should be the required contribution.

Revised: 5/4/2023

Feasibility Analysis For Line Extensions
(Worksheet for use in evaluating applicant's request for service)

Applicant: _____ Date: _____

I. INVESTMENT

- 1. Estimated Plant Investment ⁽¹⁾ \$ _____
- 2. Less: Investment On Extension Allowance ⁽²⁾ \$ _____
- 3. Net Plant Investment \$ _____

II. LOAD CHARACTERISTICS

- 4. Estimated monthly kWh usage _____
- 5. Estimated average monthly billing demand _____

III. REVENUE AND GROSS MARGIN

- 6. Estimated monthly revenue \$ _____
- 7. To annualize x 12
- 8. Estimated annual revenue \$ _____
- 9. Estimated wholesale power cost \$ _____
- 10. Gross margin (revenue less power cost) \$ _____

Note: ⁽¹⁾Total installed cost of line extension, transformers, meters, service, etc.

⁽²⁾Installed cost of allowed minimum extension

Feasibility Analysis For Line Extensions
 (Worksheet for use in evaluating applicant's request for service)

IV. FEASIBILITY ANALYSIS

11.	Revenue available for depreciation (@ 30.73% of gross margin) (Line 10 x %)	\$ _____
12.	Less: Depreciation on Extension Allowance (@3.80%) (Line 2 x %)	\$ _____
13.	Net Revenue available for depreciation ⁽³⁾ (Line 11-Line 12)	\$ _____
14.	Annual depreciation on <u>net</u> investment (@ 3.80%) (Line 3 x 3.80 %)	\$ _____
15.	Difference ⁽⁴⁾ (Line 13-Line 14)	\$ _____
16.	Revenue deficit (Line 15, if less than -0-)	\$ _____
17.	Depreciation rate	÷ .0380
18.	REQUIRED CONTRIBUTION	\$ _____

Prepared By: _____ Date: _____

Approved By: _____ Date: _____

Notes: ⁽³⁾If this amount is -0- or less, the net extension investment not economically feasible and the net extension investment (Line 3) should be the required investment. If this amount is greater than -0-, proceed through Line 18.

⁽⁴⁾If this amount is -0- or greater, the extension is feasible without any contribution, unless the Cooperative determines that the risk assumed in serving load warrants a contribution.

Revised: 5/4/2023

**APPENDIX B – URD
TO
SERVICE RULES AND REGULATIONS**

**FEASIBILITY ANALYSIS FOR LINE EXTENSIONS TO
UNDERGROUND RESIDENTIAL DEVELOPMENT**

METHODOLOGY

This feasibility analysis is based on the concept that only a certain portion of the gross margin is available to pay for the initial infrastructure costs for an underground residential development. This analysis will determine any required contribution-in-aid of construction. If a developer qualifies it will also determine the amount of refund due to the developer.

APPLICATION

The factors used in this analysis are as follows:

All electric average monthly kwh	<u>1695</u>
Non all electric average monthly kwh	<u>825</u>
Distribution adder	<u>\$.01118</u>
Cost of service	<u>\$30.00</u>
System Support Fee	<u>\$26.56</u>
Cost per lot	<u>UPN Estimate +Trenching Cost</u>

Contribution-in-aid of construction will be determined by the following calculations:

Annual Revenue* per lot = (Distribution Adder x kwh x 12 months) – ((cost of service – system support fee) x 12 months)

Total Revenue per lot = Annual Revenue per lot x 15 years

Contribution-in-aid of construction = (cost per lot – total revenue per lot) x number of lots

*Annual Revenue will be calculated using the all-electric and non-all-electric kwh, whichever is applicable.

Refunds due to the Developer

Any refunds due to the Developer, according to the agreement between the Developer and NGEMC, will be determined by the following calculation:

Refund per lot = (cost per lot – total revenue per lot) – (cost per lot – (annual revenue per lot x 20 years))

Exception:

If this feasibility study determines there should be no contribution-in-aid of construction, a per lot charge will be determined which will be eligible for a 100% refund according to the agreement between the Developer and NGEMC.

PUBLIC DISCLOSURE DOCUMENT

Revised: 10/1/24

**APPENDIX C
TO
SERVICE RULES AND REGULATIONS**

EVALUATION OF FACILITIES EXTENSION

1. Estimate investment required to meet applicant's request
2. Determine which load block the improvement would otherwise be built.
3. Determine the difference in time until the mid-point of the load block
4. Compute the annual carrying charges on investment required to meet applicant's request
5. Determine present value (using PV of annuity of \$1.00 per year) of annual carrying charges, based on the nearest number of years until the mid-point of block in which project scheduled for construction.
6. Determine percent benefit to applicant and to Cooperative
7. Determine applicant's share of cost by multiplying percent benefit to applicant by present value amount. This is required contribution from consumer.

Effective: 1/1/2008

Evaluation of Facilities Extension

Worksheet

Applicant: _____ Date: _____

1. Required Investment \$ _____
2. Load Block in which scheduled _____

<u>Load Block</u>	<u>Range (Yr.'s)</u>	<u>Years Charged To Applicant</u>	_____
A	0-2	-0-	_____
	2-5	3.5	20 _____
B	5-10	7.5	20 _____
C	10-15	12.5	20 _____
D	15-20	17.5	20 _____

3. Number of years to mid-point of block _____
4. Carrying Charge Rate _____
5. Annual carrying charges on investment (Line 1 x Line 4) \$ _____
6. Present value factor (i = 7%)
(n = Line 3 value) _____
7. Present value amount (Line 5 x Line 6) \$ _____
8. Applicant's benefit portion _____ %
9. Required Contribution \$ _____

Prepared By: _____ Date: _____

Approved By: _____ Date: _____

Effective: 1/1/2008

**APPENDIX D
TO
SERVICE RULES AND REGULATIONS**

SCHEDULE OF UNDERGROUND CHARGES

<u>Section</u>	<u>Description</u>	<u>Charge</u>
104 (C)(1)(b)(1)	Road Frontage Charge	\$6.00 per foot
104 (C)(1)(a)	Underground Service Charge	\$450.00 each
104 (C)(1)(a)(1)(a)	Underground Primary Trenching Charge – First 500 feet	\$2.50 per foot
104 (C)(1)(a)(1)(b)	Underground Primary Trenching Charge – Over 500 feet	\$3.50 per foot
104 (C)(2)(a)	Underground Primary Trenching Charge – First 150 feet	\$2.50 per foot
104 (C)(1)(b)	Underground Primary Trenching Charge – Over 150 feet	\$3.50 per foot
104 (C)(1)(a)(13) 104 (C)(1)(b)(1)	Rock Excavation Charge	\$5.00 per linear foot per foot of depth

Revised February 17, 2022

**APPENDIX E
TO
SERVICE RULES AND REGULATIONS**

SCHEDULE OF SERVICE CHARGES

Description	Fee								
Membership Fee	\$10.00								
Service Connection Fee	\$22.00								
Service Connection Fee (After Hours)	\$120.00								
Service Connection Fee Prepay	\$22.00								
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Remote</th> <th style="text-align: center;">On-Site</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$22.00</td> <td style="text-align: center;">\$60.00</td> </tr> <tr> <td style="text-align: center;">\$22.00</td> <td style="text-align: center;">\$120.00</td> </tr> <tr> <td style="text-align: center;">\$22.00</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table>	Remote	On-Site	\$22.00	\$60.00	\$22.00	\$120.00	\$22.00	N/A
Remote	On-Site								
\$22.00	\$60.00								
\$22.00	\$120.00								
\$22.00	N/A								
Temporary Service Fee	\$125.00								
Temporary to Permanent Conversion Fee	\$50.00								
Easement Recording Fee	Processing fee + \$25.00								
Outdoor Lighting Connect Fee									
a. New installations	\$80.00								
b. New installations where light installed at time service provided to premises	\$50.00								
c. Existing installations									
1. When light connected at time service is connected	\$20.00								
2. When light connected at later date	\$60.00								
Outdoor Lighting Reconnect Charge	\$75.00								
Outdoor Lighting Relocation Charge	\$200.00								
Meter Communication Charge									
-Cellular Only	\$12.00								
-Advanced Communication	\$45.00								
Meter Test Charge									
- Single-phase	\$50.00								
- Multi-phase/C.T.	\$100.00								
Cut Meter Seal Charge	\$100.00								
Meter Tampering/Power Diversion/ Investigation Charge (Minimum fee)	\$250.00								

Fee Schedule for Renewable Energy Providers

Application Fee	\$500.00
Administrative Fee (all classes)	\$200.00
Interconnection Fee:	
Residential	\$580.00
General Service	\$760.00
Monthly Billing Process Fee:	
Standard Metering	\$5.25
Advanced Metering	\$23.50
Additional Site Visit Fee	\$275.00
Document Processing Fee (Including, but not limited to requests for system name or capacity changes)	\$35.00

Revised: January 16, 2025

PUBLIC DISCLOSURE DOCUMENT

**APPENDIX F
TO
SERVICE RULES AND REGULATIONS**

COOPERATIVE'S CARRYING COST OF INVESTMENT

**DETERMINATION OF CARRYING COST FACTOR FOR
REQUIRED INVESTMENT IN SERVICE FACILITIES
AS OF FISCAL YEAR ENDING 6/30/18**

1.	Total Utility Plant	\$423,862,414	
2.	<u>Carrying Costs</u>	<u>Amount</u>	<u>Percent of T.U.P.</u>
3.	Dist. Expense - Operations	\$12,006,601	2.83%
4.	Dist. Expense - Maintenance	\$9,435,208	2.23%
5.	Customer Accounts	\$3,734,985	0.88%
6.	Sales Expense	\$1,717,584	0.41%
7.	Admin. & General Expense	\$9,807,914	2.31%
8.	Depreciation Expense	\$14,944,212	3.53%
9.	Interest on Long-Term Debt	\$6,134,799	1.45%
10.	Operating Margin	\$6,934,231	1.64%
11.	Total - Annual Rate		15.27%
12.	Monthly Rate		1.30%

Refer to **Section 104(A)**

Revised: 09/20/2018

**APPENDIX G
TO
SERVICE RULES AND REGULATIONS**

**NORTH GEORGIA ELECTRIC MEMBERSHIP CORPORATION
DALTON, GEORGIA
DEFERRED PAYMENT AGREEMENT**

I, _____, hereby agree to pay \$ _____ on this
(Consumer Name) (Initial Payment)
date and \$ _____ consecutively per month, not later than 5:00 p.m. on the day prior
(Monthly Payment)
to the scheduled disconnect date, for the next _____ months beginning on or before
(Contract Term)
_____; or as otherwise provided as follows: _____
(Next Bill Due Date)

These payments are in addition to any current month's billing, both of which must reach North Georgia EMC's office before the scheduled disconnect date printed on the "past due" notice rendered by North Georgia EMC. All payments will be applied first to the deferred payment agreement.

I understand that if this agreement is not complied with, my electric service will be subject to disconnection without further notice. I also understand that this account must be paid in full, plus the current bills, by _____ due date.
(Month & Year)

**IF YOU ARE NOT SATISFIED WITH THIS CONTRACT, DO NOT SIGN THIS CONTRACT.
IF YOU SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO DISPUTE THE
AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR NORTH GEORGIA EMC'S
FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.**

Please sign and date the original copy.

Member's Signature

Member Separator Number

Date

Total Amount Deferred

Authorized by

Date

**APPENDIX H
TO
SERVICE RULES AND REGULATIONS**

PREPAY METERING PROGRAM POLICY (PPM)

The Prepay Metering Program (PPM) option is a system that utilizes the AMI capabilities of the NGEMC metering system to offer members an opportunity to manage their power consumption with flexible payment options. The PPM program allows the consumer to pay for power in advance, the ability to monitor their usage, and avoid large deposits.

The provisions of this section apply only to the Prepay Meter (PPM) participants.

1. Participant must sign and agree to the requirements set forth within the Prepay Meter agreement.
2. Participant must have a current NGEMC application on file and be a member of NGEMC as stated in Section 101.
3. The Prepay program is a **voluntary** option available to any consumer. See **Statement of Non-Discrimination**. Payment of membership fee, fees associated with PPM, a minimum credit balance, and \$25.00 deposit shall be required to begin participation in the PPM program. Existing account balances shall be zero. An alternative debt recovery plan for unpaid balances and old bills may be used at the discretion of the cooperative.
4. Service interruptions will occur when the balance of the PPM account falls below the minimum required \$0.00 balance. Notification will be given via the venue selected by the consumer: push notifications, e-mail, text or other communication methods.
5. PPM has no monthly billing statement. PPM accounts will be trued up at month end. Participant selects the method of notification.
6. PPM is not subject to credit extension under section 502, 503, 504 or 505.
7. Returned payments. If a payment is returned on a PPM account, the account will be disconnected immediately if the balance is below the minimum required. A charge for processing the returned payment as provided in **Schedule E**, plus the payment amount and any fees shall be applied to the credit balance. After the first returned payment, the account will be marked *no checks*. A minimum required balance shall be secured before the prepay account will be reconnected.
8. PPM accounts will be disconnected when the balance goes below the minimum required \$0.00 balance. Reconnect will occur when the base amount of \$25.00 credit has been re-established.
9. A minimal deposit will be charged for PPM participants. Upon termination of service, deposits will be applied to any remaining balance. Credit balances may be refunded if applicable, in accordance with Sections 101 and 103(C).
10. Participation in PPM requires a residential 2S meter with the ability to communicate automatically.
11. Energy assistance pledges will be posted to the account upon notice from the qualified energy assistance agency. Funds shall be reversed if not received from the agency.
12. Tampering or power diversion. If there is tampering or power diversions at the meter, then the PPM account shall be subject to immediate disconnect. Thereafter, all fees and usage shall be paid before re-establishing the PPM account or transitioning to regular billing.
13. Requests to transition from PPM to regular billing may result in paying a deposit as well as clearing any unpaid balances and debt recovery.

NGEMC

RESIDENTIAL RATE--SCHEDULE RS

(Base October 2024)

Availability

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

Character of Service

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor. Multiphase service shall be supplied in accordance with Distributor's standard policy.

Base Charges

System Support Fee: \$26.56 per month

Energy Charge:

Summer Period	First 5,000 kWh 8.426¢ per month
	Additional kWh 10.426¢ per month
Winter Period	First 5,000 kWh 8.426¢ per kWh per month
	Additional kWh 10.426¢ per month
Transition Period	First 5,000 kWh 8.426¢ per kWh per month
	Additional kWh 10.426¢ per month

Adjustment

The base customer charges and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Minimum Monthly Bill

The base customer charge, as adjusted, constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage.

Service is subject to Rules and Regulations of Distributor.

PUBLIC DISCLOSURE DOCUMENT

NGEMC

GENERAL POWER RATE--SCHEDULE GSA

(Base October 2024)

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

System Support Fee:

If the power and energy taken by customer at the delivery point is metered by single-phase, self contained metering facilities: \$28.10 per delivery point per month, or

If the power and energy taken by customer at the delivery point is metered by single-phase, transformer-rated metering facilities: \$47.55 per delivery point per month, or

If the power and energy taken by customer at the delivery point is metered by three-phase, self contained metering facilities: \$47.55 per delivery point per month, or

If the power and energy taken by customer at the delivery point is metered by three-phase, transformer-rated metering facilities or by any other type of metering facility not otherwise specified: \$47.55 per delivery point per month

Energy Charge:

Summer Period 9.770¢ per kWh per month

Winter Period 9.770¢ per kWh per month

Transition Period 9.770¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or

(b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

System Support Fee: \$50.00 per delivery point per month

Demand Charge:

Summer Period	First 50 kW of billing demand per month, no demand charge Excess over 50 kW of billing demand per month, at \$17.66 per kW
Winter Period	First 50 kW of billing demand per month, no demand charge Excess over 50 kW of billing demand per month, at \$16.59 per kW
Transition Period	First 50 kW of billing demand per month, no demand charge Excess over 50 kW of billing demand per month, at \$16.59 per kW

Energy Charge:

Summer Period	First 15,000 kWh per month at 9.483¢ per kWh Additional kWh per month at 4.246¢ per kWh
Winter Period	First 15,000 kWh per month at 9.116¢ per kWh Additional kWh per month at 3.889¢ per kWh
Transition Period	First 15,000 kWh per month at 8.891¢ per kWh Additional kWh per month at 3.737¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

System Support Fee: \$150.00 per delivery point per month

Demand Charge:

Summer Period	First 1,000 kW of billing demand per month, at \$18.05 per kW Next 1,500 kW of billing demand per month, at \$18.38 per kW Excess over 2,500 kW of billing demand per month, at \$18.64 per kW, plus an additional \$18.64 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Winter Period	First 1,000 kW of billing demand per month, at \$16.94 per kW Next 1,500 kW of billing demand per month, at \$17.31 per kW Excess over 2,500 kW of billing demand per month, at \$17.57 per kW, plus an additional \$17.57 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand

Transition Period First 1,000 kW of billing demand per month, at \$16.94 per kW
Next 1,500 kW of billing demand per month, at \$17.31 per kW
Excess over 2,500 kW of billing demand per month, at \$17.57 per kW,
plus an additional
\$17.57 per kW per month for each kW, if any, of the amount by which the
customer's billing demand exceeds the higher of 2,500 kW or its contract
demand

Energy Charge:

Summer Period 4.246¢ per kWh per month
Winter Period 3.889¢ per kWh per month
Transition Period 3.737¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to (1) 1.33¢ per kWh per month under 1 of the Base Charges, (2) the sum of 1.33¢ per kWh for the first 15,000 kWh per month and \$4.00 per kW per month of billing demand in excess of 50 kW under 2 of the Base Charges, and (3) \$4.00

per kW per month of billing demand under 3 of the Base Charges. Consistent with Distributor's standard policy, the customer may arrange for seasonal testing of equipment during offpeak hours.

For such customers, the exception language under the Determination of Demand section and the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

NGEMC

ELECTRIC VEHICLE CHARGING POWER RATE - SCHEDULE EVC

(October 2022)

Availability

This rate shall exclusively apply to separately metered charging stations for electric vehicles where the charging station's demand is greater than 50 kW but not more than 5,000 kW.

All customers participating under this rate schedule shall agree to a full requirements service from the Distributor. In addition, customers must agree that the sole use of the electric service is for the purpose of charging electric vehicles used for transportation purposes only.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

Customer Charge: \$100.00 per delivery point per month

Energy Charge: 21.773¢ per kWh per month

Adjustment

The base energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Minimum Bill

The base customer charge constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

Contract Requirement

Distributor may require contracts for service provided under this rate schedule and such contracts shall be for an initial term of at least 1 year. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. The customer is prohibited from using any power other than that supplied by Distributor under this rate schedule. The contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to 90 days prior written notice and appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

PUBLIC DISCLOSURE DOCUMENT

NGEMC

OUTDOOR LIGHTING RATE--SCHEDULE LS

(Base October 2024)

Availability

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after the due date specified on the bill may be subject to additional charges under Distributor's standard policy.

Base Charges

System Support Fee:

Distributor shall apply a uniform monthly customer charge of \$22.00 for service to each traffic signal system and athletic field lighting installation.

Energy Charge:

Summer Period 6.572¢ per kWh per month

Winter Period 6.572¢ per kWh per month

Transition Period 6.572¢ per kWh per month

Adjustment

The base energy charges will be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

"Summer Period" means the June, July, August, and September billing months. "Winter Period" means the December, January, February, and March billing months. "Transition Period" means the April, May, October, and November billing months.

PART A--CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC SIGNAL SYSTEMS, AND ATHLETIC FIELD LIGHTING INSTALLATIONS

Facility Charge

The annual facility charge will be 12% of the installed cost to Distributor's electric system of the facilities devoted to street and park lighting service specified in this Part A. Distributor must recompute such installed cost annually (or more frequently if substantial changes in the facilities are made). One-twelfth of the annual facility charge will be billed to the customer each month. If any part of the facilities has not been provided at the electric system's expense; or if the installed cost of any portion thereof is reflected on the books of another municipality, agency, or department, then the annual facility charge will be adjusted to reflect accurately the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations will be provided, owned, and maintained by and at the expense of the customer, except as Distributor may agree otherwise, in accordance with the customer charge provisions. The facilities necessary to provide service to such systems and installations will be provided by and at the expense of Distributor's electric system, and the annual facility charge provided for above will apply to the installed cost of such facilities.

Distributor's electric system may provide, own, and maintain traffic signal systems and athletic field lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases, Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation, and will require customer to pay a facility charge sufficient to cover all of Distributor's costs (except reimbursed costs, and including appropriate overheads) of providing, owning, and maintaining such system or installation. For athletic field lighting installations, such facility charge will in no case be less than 12% per year of such costs, and will be in addition to the annual facility charge necessary to provide service to such system or installation as provided for in the preceding paragraph.

Lamp Replacement

Traffic signal systems and athletic field lighting installations will be billed and will pay for replacement of lamps and related glassware as provided for in paragraph 1 below.

Street and park lighting customers will be billed and will pay for replacement of lamps and related glassware as provided in paragraph 2 below.

1. Distributor will bill the customer monthly for such replacements during each month at Distributor's cost of materials, including appropriate storeroom expense.
2. Distributor will bill the customer monthly for one-twelfth of the amount by which Distributor's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatthours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

Metering

For any billing month or part of such month in which the energy is not metered, or for which a meter reading is found to be in error, or a meter is found to have failed, then, for billing purposes, the energy for that billing month or part of such month will be computed from the rated capacity of the lamps (including ballast), plus 5% of such capacity (to reflect secondary circuit losses), multiplied by the number of hours of use.

Revenue and Cost Review

Distributor's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Distributor's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided, and those resulting from depreciation and payments for taxes, tax equivalents, and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Distributor must revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for in Part A of this rate schedule will be by agreement between Distributor and TVA.

PART B--CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS AND SPECIAL OUTDOOR LIGHTING

Facility Charge

Distributor will make available to individual customers certain outdoor lighting fixtures. These fixtures will be provided, owned, and maintained by Distributor. A facility charge, covering Distributor's cost plus margin, will be calculated for each individual fixture. If the costs of providing and maintaining individual fixtures change, Distributor must use the formula set forth below to revise the facility charge for that fixture. If Distributor's facility charge calculations, using the formula set forth below, yield a positive revenue impact, then Distributor must notify TVA of the impact on Distributor's revenue. For a period of six years, Distributor will maintain on file the facility charge calculations or spreadsheets for audit purposes, and any other historical information as may be reasonably required by TVA for verification.

$$FC_i = \frac{ICR_i + RAC_i + M_i}{12}$$

i = individual fixture

FC = monthly facility charge

ICR = installed cost recovery of fixture

RAC = recurring annual cost of providing and maintaining fixture

M = Distributor's margin (not to exceed 23%)

Additional Facilities and Installations

The calculated facility charge in this Part B is limited to service from a photoelectrically-controlled standard lighting fixture installed on a pole already in place. If the customer wants to have the fixture installed at a location other than on a pole already in place, Distributor may apply an additional monthly charge.

Distributor's electric system may provide, own, and maintain special outdoor lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such installation.

Lamp Replacements

Replacements of lamps and related glassware will be made in accordance with Distributor's replacement policies, without additional charge to the customer.

Service is subject to Rules and Regulations of Distributor.

PUBLIC DISCLOSURE DOCUMENT

AFFIDAVIT OF KATHRYN D. WEST

CAME BEFORE, the undersigned attesting officer, Kathryn D. West, who, being duly sworn, deposed and stated as follows:

1.

My name is Kathryn D. West. 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 North Georgia Electric Membership Corporation'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 North Georgia EMC is: PO Box 1407, Dalton, Georgia 30722.

4.

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

(a) North Georgia Electric Membership Corporation is filing its tariff designated:

Manufacturing Service Rate – Schedule MSA.

(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 North Georgia Electric Membership Corporation's assertion that the protected information is a trade secret includes, among other things, the following:

(1) The trade secrets are of great economic value to North Georgia 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 North Georgia EMC because, among other reasons:

I. The information would be helpful to North Georgia 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 North Georgia EMC's pricing, fee structure or service terms within this rate classification.

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

I. North Georgia 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 North Georgia 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.

Kathryn D. West

Kathryn D. West

North Georgia Electric Membership Corporation

Sworn to and subscribed before me this

18 day of June, 2025.

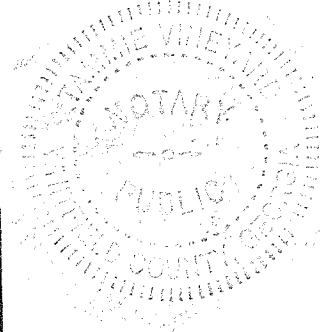
Tammie Vineyard
NOTARY PUBLIC

My Commission Expires:

2/12/27

Affidavit MSA

TAMMIE VINEYARD
NOTARY PUBLIC
Whitfield County
State of Georgia
My Comm. Expires February 12, 2027



NGEMC

MANUFACTURING SERVICE RATE--SCHEDULE MSA

(Base October 2024)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective contract demand is greater than 1,000 kW but not more than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

System Support Fee: \$xx.xx per delivery point per month

Demand Charge:

Summer Period \$xx.xx per kW of the customer's coincident billing demand per month, plus

\$xx.xx per kW per month of the customer's maximum billing demand, plus an additional

\$xx.xx per kW per month of the amount, if any, by which the customer's maximum billing demand exceeds its contract demand

This document contains proprietary rates and information.

Winter Period	\$xx.xx per kW of the customer's coincident billing demand per month, plus \$xx.xx per kW per month of the customer's maximum billing demand, plus an additional \$xx.xx per kW per month of the amount, if any, by which the customer's maximum billing demand exceeds its contract demand
Transition Period	\$xx.xx per kW of the customer's coincident billing demand per month, plus \$xx.xx per kW per month of the customer's maximum billing demand, plus an additional \$xx.xx per kW per month of the amount, if any, by which the customer's maximum billing demand exceeds its contract demand

Energy Charge:

Summer Period	x.xx ¢ per kWh per month (as adjusted by TOU Amount below)
Winter Period	x.xx ¢ per kWh per month (as adjusted by TOU Amount below)
Transition Period	x.xx ¢ per kWh per month

TOU Amounts to be added to Energy Charge [based on Distributor Wholesale Rate Schedule]:

Summer Period	
Onpeak:	x.xx¢ per kWh per month
Offpeak:	-x.xx¢ per kWh per month
Winter Period	
Onpeak:	x.xx ¢ per kWh per month
Offpeak:	-x.xx¢ per kWh per month

The above TOU Amounts shall not be subject to adjustment under the section of this rate schedule entitled "Adjustment" below.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

Determination of Coincident and Maximum Billing Demands and Energy Amounts

For purposes of applying the TOU Amounts of the base energy charges, the onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours.

Distributor shall meter the coincident and maximum demands in kW of all customers taking service under this rate schedule. The coincident and maximum billing demand for any month shall be determined separately in accordance with this section.

The coincident billing demand for any month shall be the average of the load metered in kW during the 60-consecutive-minute period (beginning on a clock hour) used by TVA to determine Distributor's Standard Service Billing Demand on its wholesale power invoice for that month, except as provided below in this section, such amount shall be used as the coincident billing demand

The maximum billing demand for any month shall be the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA and, except as provided below in this section, such amount shall be used as the maximum billing demand.

The coincident billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest coincident billing demand established during the preceding 12 months. The maximum billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest maximum billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to coincident billing demand applied to the customer's coincident billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to maximum billing demand applied to the customer's maximum billing demand, and (4) the energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

AFFIDAVIT OF KATHRYN D. WEST

CAME BEFORE, the undersigned attesting officer, Kathryn D. West, who, being duly sworn, deposed and stated as follows:

1.

My name is Kathryn D. West. 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 North Georgia Electric Membership Corporation'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 North Georgia EMC is: PO Box 1407, Dalton, Georgia 30722.

4.

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

(a) North Georgia Electric Membership Corporation is filing its tariff designated:

Manufacturing Service Rate – Schedule MSB.

(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 North Georgia Electric Membership Corporation's assertion that the protected information is a trade secret includes, among other things, the following:

(1) The trade secrets are of great economic value to North Georgia 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 North Georgia EMC because, among other reasons:

I. The information would be helpful to North Georgia 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 North Georgia EMC's pricing, fee structure or service terms within this rate classification.

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

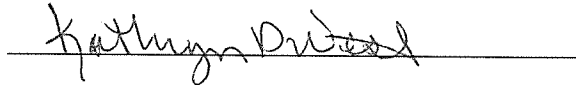
I. North Georgia EMC uses encryption technology, passwords, nondisclosure agreements, physical security measures, and limits the distribution of the trade secrets to only those who need the information for

the benefit of North Georgia 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.

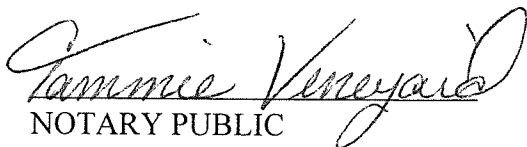


Kathryn D. West

North Georgia Electric Membership Corporation

Sworn to and subscribed before me this

18 day of June, 2025.



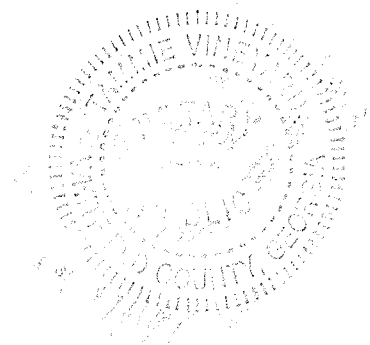
NOTARY PUBLIC

My Commission Expires:

2/12/27

Affidavit MSB

TAMMIE VINELAND
NOTARY PUBLIC
Whitfield County
State of Georgia
My Comm. Expires February 12, 2027



NGEMC

MANUFACTURING SERVICE RATE – SCHEDULE MSB

(Base October 2021)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, or 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand

The Manufacturing Service Rate - Schedule MSB rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 5,000 kW, but not more than 15,000 kW.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

The base charges for Schedule MSB, are set forth under the Base Charges Attachment to this Manufacturing Service Rate Schedule document. Any references to the Base Charges section of Schedule MSB, will be deemed to include the Base Charges Attachment.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be xx¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be xx¢ per kW per month for the first 10,000 kW and xx¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract for Schedule MSB customers shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under these rate schedules, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

Base Charges Attachment

Schedule MSB

System Support Fee	\$xxx	per delivery point per month
Administrative Charge	\$xxx	per delivery point per month

Schedule MSB (\$/kW)

Summer Period	Onpeak Demand	xx.xx	per month of onpeak billing demand
	Maximum Demand	xx.xx	per month of maximum billing demand
	Excess Demand	xx.xx	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Winter Period	Onpeak Demand	xx.xx	per month of onpeak billing demand
	Maximum Demand	xx.xx	per month of maximum billing demand
	Excess Demand	xx.xx	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Transition Period	Onpeak Demand	xx.xx	per month of onpeak billing demand
	Maximum Demand	xx.xx	per month of maximum billing demand
	Excess Demand	xx.xx	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Base Charges Attachment

Schedule
MSB
(¢/kWh)

Summer Period	Onpeak hours	x.xx	per month for all metered onpeak kWh
	Offpeak hours Block 1	x.xx	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	x.xx	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	x.xx	per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
	Minimum offpeak energy	x.xx	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Winter Period	Onpeak hours	x.xx	per month for all metered onpeak kWh
	Offpeak hours Block 1	x.xx	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	x.xx	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	x.xx	per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
	Minimum offpeak energy	x.xx	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Transition Period	Onpeak hours	x.xx	per month for all metered onpeak kWh
	Offpeak hours Block 1	x.xx	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	x.xx	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	x.xx	per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
	Minimum offpeak energy	x.xx	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

AFFIDAVIT OF KATHRYN D. WEST

CAME BEFORE, the undersigned attesting officer, Kathryn D. West, who, being duly sworn, deposed and stated as follows:

1.

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

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I am the President/CEO and have been duly authorized by North Georgia Electric Membership Corporation'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 North Georgia EMC is: PO Box 1407, Dalton, Georgia 30722.

4.

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

(a) North Georgia Electric Membership Corporation is filing its tariff designated:

General Power Rate – Schedule TDGSA.

(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 North Georgia Electric Membership Corporation's assertion that the protected information is a trade secret includes, among other things, the following:

(1) The trade secrets are of great economic value to North Georgia 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 North Georgia EMC because, among other reasons:

I. The information would be helpful to North Georgia 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 North Georgia EMC's pricing, fee structure or service terms within this rate classification.

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

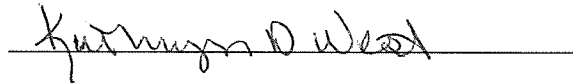
I. North Georgia EMC uses encryption technology, passwords, nondisclosure agreements, physical security measures, and limits the distribution of the trade secrets to only those who need the information for

the benefit of North Georgia 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.

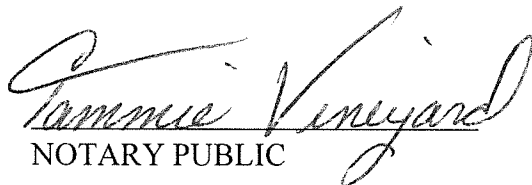
FURTHER AFFIANT SAYETH NOT.



Kathryn D. West

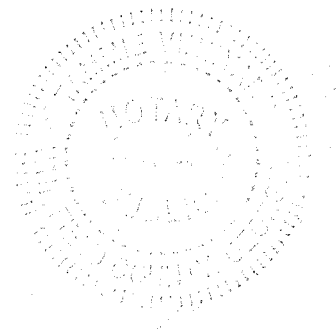
North Georgia Electric Membership Corporation

Sworn to and subscribed before me this
18 day of June, 2025.


NOTARY PUBLIC

My Commission Expires:
2/12/27

TAMMIE VINEYARD
NOTARY PUBLIC
Whitfield County
State of Georgia
My Comm. Expires February 12, 2027



NGEMC

GENERAL POWER RATE--SCHEDULE TDGSA

(Base October 2018)

Availability

This rate shall apply to the firm power requirements (where the higher of a customer's onpeak or offpeak contract demand is greater than 1,000 kW but not more than 5,000 kW for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers, provided that the other conditions of this section are met.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

System Support Fee: \$xxx per delivery point per month

Administrative Charge: \$xxx per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus

Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus

Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus

Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus

Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus

Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus

Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Energy Charge:

Summer Period

Onpeak x.xx¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 x.xx¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 x.xx¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 x.xx¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak x.xx¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 x.xx¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 x.xx¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 x.xx¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period	
Onpeak	x.xx¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	x.xx¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	x.xx¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	x.xx¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be xx¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be xx¢ per kW per month for the first 10,000 kW and xx¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the

minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

AFFIDAVIT OF KATHRYN D. WEST

CAME BEFORE, the undersigned attesting officer, Kathryn D. West, who, being duly sworn, deposed and stated as follows:

1.

My name is Kathryn D. West. 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 North Georgia Electric Membership Corporation'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 North Georgia EMC is: PO Box 1407, Dalton, Georgia 30722.

4.

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

(a) North Georgia Electric Membership Corporation is filing its tariff designated:

Manufacturing Service Rate – Schedule TDMSA.

(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 North Georgia Electric Membership Corporation's assertion that the protected information is a trade secret includes, among other things, the following:

(1) The trade secrets are of great economic value to North Georgia 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 North Georgia EMC because, among other reasons:

I. The information would be helpful to North Georgia 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 North Georgia EMC's pricing, fee structure or service terms within this rate classification.

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

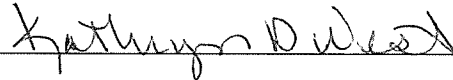
I. North Georgia EMC uses encryption technology, passwords, nondisclosure agreements, physical security measures, and limits the distribution of the trade secrets to only those who need the information for

the benefit of North Georgia 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.

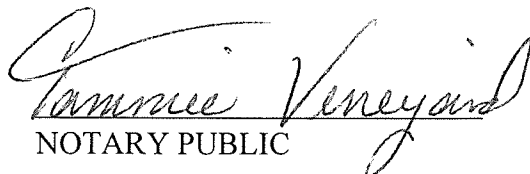
FURTHER AFFIANT SAYETH NOT.



Kathryn D. West

North Georgia Electric Membership Corporation

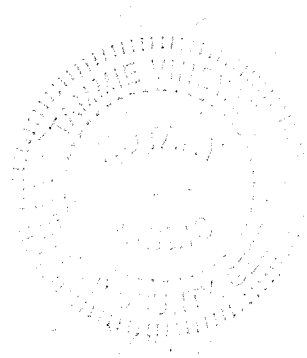
Sworn to and subscribed before me this
18 day of June, 2025.


NOTARY PUBLIC

My Commission Expires:
2/12/27

Affidavit TDMSA

TAMMIE VINEYARD
NOTARY PUBLIC
Whitfield County
State of Georgia
My Comm. Expires February 12, 2027



NGEMC

MANUFACTURING SERVICE RATE--SCHEDULE TDMSA

(Base October 2021)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, or 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

System Support Fee: \$xxx per delivery point per month

Administrative Charge: \$xxx per delivery point per month

Demand Charges:

Summer Period

- Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus
- Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus
- Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

- Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus
- Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus
- Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

- Onpeak Demand \$xx.xx per kW of onpeak billing demand per month, plus
- Maximum Demand \$xx.xx per kW per month of maximum billing demand, plus
- Excess Demand \$xx.xx per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Energy Charge:

Summer Period

- Onpeak x.xx¢ per kWh per month for all metered onpeak kWh, plus
- Offpeak
 - Block 1 x.xx¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 - Block 2 x.xx¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 - Block 3 x.xx¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

- Onpeak x.xx¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1	x.xx ¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	x.xx ¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	x.xx ¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	
Onpeak	x.xx ¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	x.xx ¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	x.xx ¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	x.xx ¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be xx¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be xx¢ per kW per month for the first 10,000 kW and xx¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$x.xx per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

PUBLIC DISCLOSURE DOCUMENT