




Your Touchstone Energy® Cooperative 

Service Rules & Regulations

**Effective January 1, 2009
Board Approved December 16, 2008**

For distribution to all new members of Flint Electric Membership Cooperative

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Service Rules & Regulations

Flint Electric Membership Cooperative

Revised 12/2007

Introduction

These *Service Rules & Regulations (Rules & Regulations)* apply to each member. The *Rules & Regulations and Bylaws* are part of each electric service application/contract with Flint Electric Membership Corporation (d/b/a Flint Energies) (hereinafter called the "Co-op"), unless modified by special terms written therein, and govern all classes of service.

The Co-op's rates, *Rules & Regulations* and *Bylaws* are on file at each administrative office. These documents are open for inspection by members.

The Board of Directors, whom you elect, revise, amend, supplement or otherwise change the *Rules & Regulations* to meet the Co-op's requirements.

100 ELECTRIC SERVICE AVAILABILITY

101 Membership applications

Any person, firm, association, corporation or body politic or subdivision thereof will become a member of Co-op upon application and upon receipt of electric service from Co-op.

Application must be made by telephone, internet, or in any Co-op office or with a duly authorized agent prior to the connection of service.

Members applying for new service by phone or Internet shall have a membership application completed for them by an authorized representative.

In the membership application, applicant shall agree to the following:

- a. Comply with and be bound by Articles of Incorporation, Bylaws, Rules & Regulations, fee and rate schedules established pursuant thereto;
- b. Purchase electric energy from Co-op as hereinafter specified and, when service becomes available, pay for same monthly at applicable rate or, in the event of a written service contract, pay minimum set forth in said contract;
- c. Grant easements as may be required to serve applicant; and
- d. Grant right of safe access to said premises as required to service account.

101.01 Membership Fees and Security Deposits

a. The membership fee, which includes transfer of meter base ownership, will be in the amount of \$15.00 plus a \$15 set-up fee. Additional services in the same name will not have to pay an additional membership fee. Fee may be waived with incentive program.

b. For residential accounts, the service security deposit will be up to \$250 with the option of having it waived by running a credit check. Additional deposits may be required for adverse credit ratings. Military members stationed at Robins AFB, or other approved military institutions in our service territory, will have the option of providing a military waiver in lieu of paying a deposit.

Second accounts in the member's name may have the deposit waived if a good credit record has been established and maintained. The name and address for additional service connections shall be the same as that on the original application with the exception that "utility building", "pump" or other clarifying designation may be added to the mailing address.

c. Non-residential accounts will be considered on an individual basis in establishing deposit amounts. Business deposits shall be based on an estimated two month's bill with the option of waiving with a good credit record.

d. For residential accounts, deposits will be automatically applied to the member's account after 36 months from date received, provided the account shows no delinquent or cutoff notices and no returned checks during the last 15 months.

e. Upon termination of electric service, the membership fee and deposit will be refunded or applied against any unpaid debts or obligations owed Co-op.

f. Co-op will not furnish service to an applicant, who at the time of such application, is indebted to Co-op for an undisputed bill for service previously furnished applicant or applicant's business until such indebtedness has been satisfied.

g. When a member's service is disconnected due to fire, disaster, or act of God, and his/her membership fee and security deposit is applied or refunded, he/she will have the option of having service restored by putting up a new membership fee and security deposit equal to the amount previously held, provided the service is reconnected within a six-month period.

101.2 Joint Membership (Bylaws Article I, Section 2)

Spouses may apply for joint membership, and subject to their compliance with requirements set forth in Article I, Section 2 of the Bylaws, may be accepted for such membership. The term "member" as used in these Bylaws shall be deemed to include spouses holding joint membership and any provisions relating to rights and liabilities of membership shall apply equally with respect to holders of joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter-specified actions by or in respect of the holders of a joint membership shall be as follows:

- a. Presence at a meeting of either one or both is regarded as presence of one member and constitutes a joint waiver of meeting notice.
- b. The vote of either separately or both jointly shall constitute one vote.
- c. A waiver of notice signed by either or both constitutes a joint waiver.
- d. Notice to either shall constitute notice to both.
- e. Expulsion of either shall terminate the joint membership.
- f. Either, but not both, may be elected or appointed as an officer or board member, provided that both meet the qualifications for such office.
- g. Any change in service will require both signatures.
- h. Spouses may hold or exercise a proxy for his or her spouse.

101.3 MEMBER LIST

Co-op will not release a listing of names and addresses of the members or any account information to anyone without the approval of the Board of Directors.

101.4 Additional Service Extension

If already a member and desiring an additional service connection, an application for electric service shall be completed by visiting or calling a Co-op office, or completing an online form from website (www.flintenergies.com). A service security deposit may be required.

101.5 No interest on service security deposit

Since Co-op members are owners of Co-op, no interest will be payable on service security deposits except as may be required by state/federal laws.

101.6 Service security deposit not transferable

Service security deposits are **not** transferable except as would be recognized in a court of law and consistent with *Bylaw, Article I, Section 3*.

101.7 Applicant's prior debts to Co-op

Co-op shall not be required to furnish service to an applicant who, at time of such application, is indebted to Co-op for an undisputed bill for service previously furnished applicant or applicant's business until such indebtedness has been satisfied.

101.8 Fees for service

Co-op will set fees as set forth in the most recently adopted Fee Schedule as provided in "Attachment A."

102 Members Requiring Life Support

A household occupied by a member or member's dependent who must rely upon electrically powered equipment to sustain life should notify the Co-op of their condition by submitting an "Application for Placement on Life Support List and for Medical Alert Seal." The Application allows the Co-op to verify, in accordance with privacy laws, the life support condition with the medical provider. Upon approval of the Application, the member's location will be identified on a Life Support List and a medical alert seal will be attached to the electric meter. It must be noted that neither the Life Support List, nor the medical alert

seal, offer the member any assurance of continuous electric service, priority power restoration or relief from the obligation to make timely payments for electric services. In the event of a planned power outage, the Co-op will make all reasonable efforts to notify the member.

200 GENERAL EXTENSION POLICIES

201 LINE EXTENSIONS (*Effective April 1, 2008*)

Co-op will design and install electric distribution facilities to meet the needs of our members. Co-op shall extend lines to the member's point of service from our closest existing electrical facilities. Reasonable requests from members, developers and builders in routing lines will be accommodated to achieve member satisfaction. In an effort to install lines and equipment in an efficient manner, guidelines will be followed regarding length of line extension and associated costs born by the individual or business requesting service. In all cases, the point of service to buildings shall be the side of the structure closest to Co-op's transformer. Should the member desire the point of service be located on any other side of the residence, the member shall pay the difference in cost for placement or relocation of the electrical facilities. Meter bases shall not be installed on the back side of homes. In cases where the member, developer, builder, etc. request that the electrical facilities be extended from locations other than the closest electrical lines or routed in a manner that isn't efficient for Co-op, the party making the request shall pay the difference in cost between the normal location of facilities and the location requested. The member is obligated to provide Co-op safe access to any facility (including Rules 203, 209, 502 and 702).

202 Overhead Extensions

202.1 Permanent Services

Overhead line extensions will be made to permanent residential homes (mobile homes or stick built) free of charge where the primary and secondary line required to serve the home is no more than 700 feet. For extensions over 700 feet, the member will pay the cost of construction for all line over 700 feet before construction begins. This cost may be paid in advance or financed through Flint at Flint's current interest rate. This finance charge will be in addition to energy costs. Members that request a line extended prior to the residence being built (example-well) shall pay the carrying cost on the first 700 feet of line until such time the permanent residence is constructed. This carrying cost shall be in addition to the monthly energy bill.

Length of overhead line built to commercial members will be based on the revenue less the carrying cost of the installed facilities. Commercial members do not have the same option of financing aid to construction costs as residential members.

Member choice loads will be handled on a case-by-case basis since facility charges are often handled in the rate of the member.

202.2 Loads With Electrical Usage Which Do Not Justify the Line Extension:

Cabins, signs, non-dairy barns that contain only lights or small electrical usage, etc., may have 125 feet of line (primary and secondary) built to serve them at no charge. For any extension over 125 feet, the member will have to pay for the additional line up front or may finance the cost through Flint at Flint's current interest rate.

202.3 Line Relocation:

Line relocations will be done for the cost of construction to accommodate the member. The member may pay up front costs or finance the cost of construction at Flint's current interest rate. Construction for member choice loads will be dealt with on a case-by-case basis. Any facility relocation or alteration must meet all code requirements and sound engineering practices.

202.4 In all the scenarios above, if the member decided to pay line extension costs through a loan, this loan will become due if the electrical service is disconnected.

202.5 Single-Wide Mobile Homes Not Occupied By Property Owners:

An overhead line extension to serve a permanently installed single-wide mobile home that will not be occupied by the property owner will be handled as follows:

- * 400 feet of primary and a 120-foot service shall be provided at no charge.
- * A mobile home shall be considered permanent when its axles and tongue are removed.
- * Meter installations shall meet the latest editions of the NESC and NEC.

202.6 Temporary Loads

* Temporary Loads in Advance of Permanent Service

An advance non-refundable payment of \$60.00 is required for temporary single-phase service drop in advance of permanent service.

A payment of \$250.00 is required for temporary multi-phase service drop in advance of permanent service.

* Other Temporary Loads

Member will be required to make an advance, non-refundable payment of the cost of materials and labor, less salvage value of materials returned to stock, for installing and retiring electrical facilities to serve a temporary load that cannot be served from existing facilities.

203. UNDERGROUND EXTENSIONS

203.1 Permanent Residential, Commercial or Industrial Services

Residential members shall pay the difference between overhead and underground service up to 700 feet before construction begins. After this distance, the member will pay the full cost of underground service. Where an actual end user is requesting service, they may finance the construction charge through Flint at Flint's current interest rate. If someone other than the end user requests underground service such as a developer, construction charges must be paid up front before the line is built. Members requesting an underground line extension prior to the residence being built (example-well) shall pay the carrying cost on the first 700 feet of line until such time the permanent residence is constructed. This carrying cost shall be in addition to the monthly energy bill.

Underground charges in subdivisions shall be \$450 per lot. Where multiple meters exist off single service laterals such as apartments or duplexes, the charge shall be per service lateral. A subdivision will be defined as those containing lots less than one (1) acre. The aid to construction cost of the line extension to any subdivision containing lots or tracks of land 1 acre or more shall be based on revenue from energy sales to members minus carrying cost of facilities installed. Aid to construction charges shall be paid before the cooperative's electrical facilities are built.

A digital plat at a suitable scale shall be furnished to Flint by residential and commercial developers for design of facilities and recording in the cooperative's mapping system. Design of facilities shall not begin until digital plans are received.

Members requiring service in excess of 600 amperes are responsible for installing service conductors and conduits from cooperative's transformer to member's load center.

Single phase lines in pecan orchards shall be underground where it is in the cooperative's best interest.

Members shall refrain from planting trees, shrubs, et cetera, or placing structures on Flint's right-of-way. If member does place vegetation or structures within the right-of-way, Flint will not be responsible for damages done to same. The member will not, in any manner or fashion, place anything in or on right-of-way that would inhibit Flint equipment from ingress or egress. Violation shall be at member's expense.

Whenever a member is planning to dig, it is required by Georgia law that member contact the Utilities Protection Center of Georgia at 1-800-282-7411 a minimum of three (3) work days before beginning work.

203.2 Loads with Electrical Usage Which Do Not Justify The Line Extension

Cabins, signs, non-dairy barns that contain only lights or small electrical usage, etc., member shall pay the difference between overhead and underground facilities for the first 125 feet of line (primary and secondary) built to serve them. For any extension over 125 feet, the member will pay for the additional line up front or finance the construction through Flint at Flint's current interest rate.

203.3 Line Relocation

Line relocations for member will be done for the cost of construction to accommodate the member. Residential members may pay up front costs or can finance the line at Flint's current interest rate. Commercial or industrial members must pay relocation cost in advance of construction of facilities.

203.4 In all the scenarios above, if the member decides to pay line extension cost through a loan, this loan will become due if the electrical service is disconnected.

204 LINE EXTENSION REFUND POLICY

Should a residential member request a new service for a permanent residence within ten years from an overhead line extension that another residential member paid a minimum of \$1,000 to have constructed, the member who paid the cost of the initial line extension shall have one-half of their aid to construction fees refunded upon request. The same consideration shall be made for an underground line extension to a permanent residence except the refund shall be based on the cost of an overhead line extension of the same length and capacity.

205. SERVICE LOCATION – ALL MEMBERS

The meter base or service entrance equipment shall be mounted on the side of the member's building, residence or facilities that is located nearest to the cooperative's transformer. Meter bases should not be mounted on the back side of a home.

206 RIGHT OF WAY

Right-of-way easements are required of landowners for the purpose of providing the location of and access to electric distribution lines and access for construction, operation and maintenance.

1. Procurement by Applicants

Applicants applying for construction of an extension may be required to secure for Flint all necessary and convenient right-of-way and to pay costs of securing same.

2. Delays

Applications for service to an extension to be constructed where right-of-way is not owned by member may be subject to delays due to obtaining satisfactory right-of-way. Satisfactory right-of-ways for electric lines to the point of delivery of a new service must be accomplished before service connection is made.

3. Clearing and Maintenance of Right-of-Way

Thirty feet of right-of-way is required for single phase overhead lines and 40 feet is required for three phase overhead lines. Ten feet of right-of-way is required for underground line. Exceptions are only made by special arrangements in consideration of Flint's requirements and conditions that affect the landowner's property. Flint shall have rights of ingress to and egress from premises at reasonable times and as required, and shall have the right to cut, trim and apply herbicide to the extent necessary to keep vegetation clear of power lines and meter bases and to cut all dead, weak, leaning, or dangerous trees which may endanger power lines, which determination is at the sole discretion of Flint.

207 LOADS CAUSING SYSTEM DISTURBANCES

Any load causing unusual fluctuations or disturbances to Flint Electric Membership Corporation's distribution system will be required to install suitable equipment to reasonably limit such fluctuations or disturbances. Any costs involved will be the member's responsibility.

208 STANDARD VOLTAGE

One alternating current system of 60 Hz is supplied throughout Flint's system. Voltage, number of phases, and meter type supplied depends on Flint's available facilities and the character, size, and location of the service load. Member shall consult Flint before purchasing or installing wiring or wiring equipment. To avoid misunderstanding, this information should be in writing.

Standard secondary voltages described below are nominal and are subject to a plus or minus 5% variation:

Single Phase	2-wire	120 volts
Single Phase	3-wire	120/208 volts
Single Phase	3-wire	120/240 volts
Three Phase	4-wire	120/208 volts
Three Phase	4-wire	240/480 volts
Three Phase	4-wire	277/480 volts
Three Phase	4-wire	120/240 volts

Standard primary voltages described below are nominal and are subject to a plus or minus 10% variation:

Single Phase	2-wire	7200 volts
Single Phase	2-wire	14,400 volts
Three Phase	4-wire	7200/12,470 volts
Three Phase	4-wire	14,400/24,940 volts

It is not considered a violation when voltages outside of prescribed limits are caused by the following:

- Acts of Nature
- Service interruption
- Temporary separation of parts of the system from the main system
- Other causes beyond Flint's control

209. NON-STANDARD VOLTAGE

Member requiring non-standard voltage may be required to pay for necessary equipment or redundant equipment necessary for providing non-standard voltage.

210 COSTS SHALL BE COMPUTED AS SHOWN BELOW:

OVERHEAD

Ø1 Primary	=	\$10.43/ft
3Ø, #2 1/0 ACSR Primary	=	\$16/ft
Triplex Service	=	\$5/ft

UNDERGROUND

3Ø Primary	=	\$19.00/ft
1Ø Primary	=	\$11.50/ft
Secondary	=	\$10.00/ft

Transformer costs shall be added to calculate the total cost of the job.

211 IRRIGATION

The following irrigation line extension allowances are based upon motor horsepower. The “footage allowed” for the amount of line extension provided without charge is for overhead, underground, primary, secondary, or any combination thereof. Where extensions exceed distances listed below, the member shall have the following choice to pay for additional facilities: (1) one time construction charge; (2) finance construction cost at Flint’s finance rate.

<u>Horsepower</u>	<u>Footage Allowed</u>	<u>Horsepower</u>	<u>Footage Allowed</u>
5	200	60	300
10	450	75	1150
15	50	100	775
20	425	125	1325
30	300	150	875
40	200	200	3300
50	275	350	3600

Irrigation is defined as facilities supplying water to agricultural crops and governmental water systems.

212 Flint Financing

In any of the above instances where Flint finances a portion or all of the construction, the consumer will be required to execute, prior to construction, a promissory note for the amount financed with the provision that should the consumer fail to continue the purchase of electric energy from Flint, said note will become payable immediately.

Any time the amount financed exceeds \$1,000, consumer will be required to also execute a deed to secure debt against the property being served (see copy attached).

Flint will not finance any amount over \$1,000 if member does not own property.

213 Service interruptions

Co-op will use reasonable diligence to provide and maintain uninterrupted service; but in case of interruption, deficiency, variation in voltage, or any other failure or reversal of service resulting from power supply, acts of God, public enemies, accidents, strikes, riots, wars, repairs, court orders, vandalism, or other acts reasonably beyond Co-op’s control, it shall not be liable for damages, direct or consequential, resulting from such interruptions or failure.

In order to receive prompt service, member should give immediate notice to Co-op of any interruptions, irregularities, or unsatisfactory service, and of any defects known to member.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practical, at a time that will cause least inconvenience to member. Member affected by such interruptions shall, if practical, be notified in advance.

214 Co-generation

Any member wishing to become a co-generator or small power producer shall meet all rules and regulations of the Public Utility Regulatory Policies Act of 1978 (PURPA) Sections 201 and 210, as amended, the Federal Energy Regulatory Commission (FERC) Order No. 70 issued March 13, 1980 (45FR17959) and subsequent related orders, and Co-op Standards. Co-op shall provide protection requirements to the power producer which must be followed. Member shall be paid Co-op’s avoided cost in revenue for power generated or produced. All requirements of the Co-Generation and Distributed Generation Act (O.C.G.A. 46-3-50) law shall be applied.

215 Alternative & Renewable Energy Resources

Co-op strongly supports the economic, environmental & fuel diversity benefits of alternative & renewable energy resources that contribute positively to affordable & reliable supplies of energy. To this end Co-op will pursue alternative power supply options which deliver these benefits to members.

216 Fossil Fuel Efficiency

Supporting the need for energy efficiency, the Board of Directors has instructed the CEO & senior management to make contractual arrangements for proven power supply resources that demonstrate improved efficiencies in fossil fuel power generation. The Board recognizes that a mix of generation fuels and technologies is prudent and appropriate for risk management.

217 Energy Efficiency

The Board of Directors supports the concept of energy conservation and the appropriate use of our natural resources.

218 Resale of Energy

Electric energy and capacity delivered to a member's premises will not be resold.

300 SERVICE CONNECTIONS, MEMBER WIRING, MEMBER EQUIPMENT

301 Service connections

301.1 One service drop to metered point

Co-op will only furnish and install one service drop per meter point. Member must furnish an attachment point for Co-op's service facilities that meets National Electrical Safety Code, National Electrical Code, State, local and Co-op requirements. Multiple meter points may be provided if allowable by NEC.


301.2 Attachment point

On overhead services, 400 amps or less, the Co-op will build overhead facilities to a mast, meter base, and weatherhead installed by the member as described below. The point of demarcation (hereinafter called 'attachment point') between ownership of the Co-op's facilities and that of the member's shall be the point of connection of the Co-op's conductors to the member's conductors which extend out of the weatherhead. Exception: The Co-op will maintain possession of the meter; ownership and responsibility of the meter base is transferred to the member/consumer. Member will replace meter base when necessary after requesting the Co-op to disconnect service for work to be performed.

On underground services, 600 amps or less, the Co-op shall run wires and facilities to the top of the meter base installed by the member. The point of demarcation (hereinafter called 'attachment point') between the Co-op's facilities and that of the member's shall be the source side lugs of the meter base. The Co-op will maintain ownership of the meter base and meter. The Co-op will maintain possession of the meter; ownership and responsibility of the meter base is transferred to the member/consumer. Member will replace meter base when necessary after requesting the Co-op to disconnect service for work to be performed.



On overhead services above 600 amps, the Co-op may require the member at Co-op's discretion to provide all facilities from the secondary terminals of the transformer into the member's facilities. The transformer secondary terminals shall be the attachment point.

On underground services above 400 amps, the attachment point between the Co-op's facilities and that of the member's shall be the secondary terminals of the transformer. Member shall install all facilities from the attachment point into the premises. 

Member must place attachment point in a position to ensure reasonable construction costs and sound engineering practices. In underground services, the meter base shall be mounted in accordance with Co-op specifications on the side of the premises closest to Co-op's transformer or service conductor stub up. On overhead services, the meter base should be mounted on the premises nearest Co-op's pole should one exist. On mobile home installations, member should contact Co-op so agreement can be reached on the location of the meter base.

All residential or commercial members shall reserve a space so Co-op's transformer may be installed no closer than 15 feet to the nearest attachment point.

For mobile home installations requiring a meter pole, the meter pole must be within 30 feet of the residence.

For more information, refer to Co-op's Construction Handbook.

301.3 No installation or maintenance beyond attachment point

Co-op's responsibility for installation and/or maintenance of facilities except meters and load management devices shall not extend beyond attachment point to member's building, central distribution point, or electric power measuring device.

301.4 Pole as attachment point

If an attachment point must be located on a pole due to member's service requirements, member will furnish and install pole. Member may purchase a meter pole from the Co-op at the current member price. Attachment to pole shall be handled in accordance with standard overhead and underground installations.

301.5 Service connection under one membership

A member may have any number of service connections under one membership. Members desiring additional service connections, however, must apply for each such desired service connection on a form provided by Co-op and shall pay a service security deposit for each additional service connection if required.

301.6 Single meter for residences

No more than one residence will be served through one meter.

301.7 Relocating Facilities for Co-op's Convenience

When it is necessary for Co-op to relocate its existing facilities and the relocated facilities are not convenient to member's existing service facilities, Co-op will pay for relocating member's service facilities.

301.8 Service Facilities Remain Property of Co-op

All service facilities and equipment constructed and installed by Co-op shall remain sole property of Co-op and shall not become fixtures to the property or premises to which said facilities are attached or on which said facilities are constructed.

302 General Wiring Requirements

Co-op's responsibility extends only to supplying service at attachment point. Any change to electrical installations must meet standards of the National Electric Safety Code, National Electrical Code, state, county, city and Co-op requirements. Member assumes full responsibility for power on member's premises from attachment point thereof and for wires, apparatus, devices, and appurtenances thereon, used in connection with service except for load management devices. Member shall indemnify, save harmless, and defend Co-op against all claims, demands, cost of expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of, transmission or use of power by member at or on member's side of attachment point.

It is responsibility of each member to cause all premises receiving electric service to become and remain wired in accordance with specifications and requirements of Co-op, National Electric Safety Code, National Electrical Code, and any requirements of local government agencies having jurisdiction over installation of electric wiring.

In the event of a known or potentially hazardous condition due to a regulation, code, law or ordinance violation, electric service will not be connected until such violation is corrected. In the event service is being received, member will be notified by certified mail with copy to city or county inspector, if applicable, that if deficiencies are not corrected in a reasonable time, service may be discontinued. Where applicable, members will be required to conform to existing state, county, and city wiring regulations.

302.1 Grounding Requirement

Every service location shall be grounded in accordance with the National Electric Code.

303 Member Equipment

303.1 Electric Motors and Phase Converters

All motor installations on Co-op's lines must conform to National Electrical Code rules and regulations, Co-op requirements, or other applicable codes. Co-op, before installation, must approve all motors, single and three-phase, above ten (10) horsepower. Soft starters may be required on motors to reduce voltage flickers to other members at member's expense. All motors or other

apparatus requiring unchanged phase rotation and/or continuity of three-phase supply shall be equipped with suitable protection against reversal or phase failure, as a condition of service.

303.2 Electric Generators

Where member installs auxiliary or standby emergency power, parallel operation of member's generating equipment with Co-op's system will not be allowed. A double throw switch or suitable device accepted by National Electric Code must be used to prevent possible injury to Co-op employees and to make it impossible for power to be fed back into a main line from an emergency generator. It shall be cause for immediate disconnection of service if any generator is found connected to a wiring system without appropriate equipment.

303.3 Electric Welders and Miscellaneous Devices

Members desiring to operate commercial electric welders or other devices with high inrush or fluctuating currents must supply Co-op with information regarding electrical characteristics of equipment, which adversely affects Co-op's equipment or service to other members. Co-op should be consulted before the purchase or installation of equipment.

303.4 Non-Standard Service

Member shall own, maintain, and operate all substations and transforming equipment on owner's side of attachment point where voltage, phase, or frequency is desired other than that under which service is supplied and metered.

303.5 Member Responsibilities Regarding Equipment

1. Protective Devices: All protective devices required by these Service Rules & Regulations shall be provided by member and at member's sole expense in accordance with IEEE Standard 147.

2. Reporting Installed Equipment Additions/Changes: For Co-op to provide proper voltage and give efficient service, it is important that members notify Co-op when new equipment or major appliances are added such as: electric range, electric water heater, electric clothes dryer, HVAC units or large electric motors (5 horsepower or larger). This will give Co-op representatives an opportunity to determine if transformer and wire size are sufficient to serve new equipment.

304 Power Factor Corrections

Maintaining a high power factor is of primary importance in the economic operation and maintenance of an electric distribution system. Under-loaded motors contribute largely to creation of low power factors unfavorable to both Co-op and member. Where the overall power factor of a member's load is less than 95%, Co-op may require member to install, at his own expense, equipment to correct power factor deficiency as a condition of continued service. Co-op reserves the right to measure power factor at any time.

305 Multi-Phase Service-Load Balance

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

306 Specific Wiring Requirements

All wiring shall comply with requirements of the National Electrical Safety Code, National Electrical Code, Co-op requirements, state, county, and city electric codes.

400 MEMBER RATE CLASSIFICATIONS

401 Rate Schedule Availability

Conditions under which rates are applicable to an individual member's requirements are plainly set in Co-op's rate schedules. Co-op will at any time upon request, advise any member as to rate best adapted to existing or anticipated service requirements as defined by member.

402 Filing of Rate Schedules

A copy of Co-op's applicable retail rates is on file at the Georgia Public Service Commission and all Co-op offices. Residential rates are also posted on the Co-op's web site www.flintenergies.com.

500 METERING

501 Electric Meters

- a. All meter bases should be installed on an exterior surface at eye level. Upon receipt of a service application, a Co-op representative will, upon request, survey premises and locate meter center in the most convenient and satisfactory location.
- b. Co-op will supply the meter base which becomes the responsibility of the member/consumer upon application for service.
- c. All meters shall be placed ahead of all switches and fuses unless otherwise permitted by Co-op.
- d. For large single-phase installations of over 225 amps and for three-phase installations, Co-op shall specify the type of metering equipment required before installation.
- e. In case of new line construction requiring relocation of meter, said relocation shall be at Co-op's expense.
- f. Co-op will normally furnish a single meter for each service class at a connection point upon member's premises. Any member desiring service at two or more separately-metered connection points to distribution system shall be billed separately at each such point and metered kWh consumption of such members will not be combined for billing purposes.

502 Meter Reading

Meters will be read periodically. When a bill was estimated over a period of time and upon obtaining a check reading from meter, it is found that Co-op's estimates have been high or low, Co-op may pro-rate the accumulated consumption over the time from last reading to present reading, and render a correct bill.

503 Incorrect Meter Reading

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

504 Failure of Meter to Register Correctly

If a meter fails to register correctly, member is billed on an estimated consumption based on member's historical use. Consideration is given to consumption in month's immediately preceding, consumption in similar period of other years, comparative uses and sizes of connected loads, and other relevant facts. If a meter is tested and found to have over-registered or under-registered by more than two percent, a bill adjustment will be made as described under "Bill Adjustments" (Section 605).

505 Meter Tests

Co-op will purchase and install electric meters according to ANSI standards. Every meter will be tested to a tenth of 1 percent before being installed on a member premises. All transformer rated meters registering a demand of 200 kW and greater will be field tested annually. All other transformer rated meters will be field tested on a five-year cycle. All results of testing will be posted on the Co-op's records.

All meters returned from the field will be repaired, if needed, and tested to the same standards above with results being posted in the Co-op's records.

Member requested meter tests for accuracy shall be billed at the effective rate posted in the Fee Schedule. If the meter accuracy is off more than 2%, the meter shall be changed out and the member will not be charged. Proper test reports will be placed in Co-op's records.

600 BILLING

601 Billing Period and Payment of Bills

- a. Bills for regular service are rendered monthly from meter readings taken at regular intervals, from check readings or otherwise computed according to rate schedules and Rules and Regulations in effect, and shall be due on a date determined by Co-op.
- b. Bills for special or short-term service, including the cost of connection and disconnection, may be rendered at Co-op's discretion and shall be payable on demand.
- c. Service charges begin when service is made available to member.
- d. Electric accounts that are not paid by the due date will be subject to a (5%) late payment charge. The late payment charge will be imposed on monthly electric accounts where the payment is not received in a Flint office by 5:00 p.m. on the due date printed on the bill.

Each account will have a minimum of nineteen (19) days from the date billed in which to submit payment. The due date will be approximately the same each month, but rarely will it be exactly the same. Monthly billing statements will contain detailed

information including an 'amount due if payment is received by the due date' and an 'amount due if payment is received after the due date'. The amount due will be calculated on the appropriate rate schedule plus applicable sales tax. The late payment charge will be computed on the current billing excluding sales tax.

There will be no general exemption from the (5%) late payment charge except as follows:

- a. The late payment charge will be adjusted when it is determined that Flint is in error.
- b. Accounts specifying payment dates through a contract will be honored.

The following will apply:

- a. Flint will continue to work with hardship cases, giving extensions, etcetera, but the penalty will be placed on amounts extended.
- b. The late payment charge will be figured on the smallest cent.
- c. Due dates will not fall on weekends or holidays observed by Flint.
- d. Payments must be in the office before or by 5:00 p.m. on the due date; postmarks will not be accepted.
- e. Payment by draft may be promoted and an incentive may be offered for participating.

602 Disconnect for Failure to Pay

- a. Co-op is not responsible if a member fails to receive an electric bill. Members are expected to promptly notify Co-op if they fail to receive a bill. Failure to pay a bill for this reason will not exempt member from having service discontinued or from paying a late payment charge.
- b. Co-op reserves the right to discontinue service on accounts not paid by disconnect date on bill.
- c. A charge for trips made by Co-op employees for purpose of handling past due accounts, reconnections, or transfers will be added to member's account. The total amount due, including trip charges, must be paid before service is reconnected.
- d. Co-op reserves the right to increase a member's security deposit for non-payment, or habitual late payment.

603 Other Reasons for Disconnecting Service

Service to a member may be discontinued WITHOUT REASONABLE NOTICE, but with the approval of appropriate supervisor, for the following:

- a. For fraudulent payment and representation as to the use of electric service.
- b. Where a member's equipment or wiring, or Co-op equipment or lines are creating or contributing to a serious hazardous condition.
- c. For tampering with any service wires, meter, seal or any other facilities belonging to Co-op .
- d. For repairs or emergency operations.
- e. For unavoidable shortage or interruption of Co-op 's source of supply.
- f. When necessary to protect Co-op from theft, fraud, or abuse.
- g. Upon cancellation of electrical service or vacating of the premises by the member.
- h. For an unauthorized electrical connection.
- i. For the use of Co-op equipment which adversely affects Co-op's service to its other members.

Co-op reserves the right to discontinue electric service to any member(s) WITH REASONABLE NOTICE for any of the following reasons:

- a. For non-payment for service rendered, including any late charges or trip charges; This will be temporarily waived on residential accounts when the temperature remains at or below 32°F all day, or when the National Weather Service forecasts 99°F or over.
- b. For refusal of reasonable access to Co-op's equipment.
- c. For failure to install meter base on an outside wall of a structure being served to permit access to meter at all times.
- d. Where a member's equipment or wiring, or Co-op's equipment or lines are creating or contributing to a hazardous condition.
- e. For violation of applicable rules, regulations, codes, laws or ordinances.
- f. Where there is more than one residence or business on one meter.
- g. When it is deemed necessary to upgrade, repair or rehabilitate service.

Discontinuance of service for any of these causes does not release member from the obligation to pay for energy received or charges specified in any existing contract or policy.

604 Arrangements

Co-op may deviate from its policy on cutoffs for delinquent bills only in accordance with following standards:

- a. When it is determined that policy enforcement will constitute an undue hardship in relation to amount of delinquent bill and that extension of credit for a fixed time, or arrangement for installment payment of the bill, will not unduly impair the Co-op's ability to effectuate final collection of the bill.
- b. When member involved establishes to Co-op's satisfaction that member's failure to pay bill resulted from a Co-op error or an error for which member was not responsible.
- c. When involved bill is a final bill covering service to a farm, house, or other residential account and main building thereof has been destroyed by fire not caused by act of arson on part of member or member's family.
- d. When disconnection may pose immediate danger to member or other persons due to illness.

605 Bill Adjustments

- a. If a meter is found to be more than 2% in error (+/-), Co-op will re-bill member and adjust their three previous months' bills. Each adjusted bill is estimated, based upon all known pertinent facts.
- b. Whenever it is found that for any reason other than incorrect calibration, metering apparatus has not registered true consumption, member's consumption during entire period of incorrect registration will be estimated, based upon all known pertinent facts, and member's bill for such period will be adjusted accordingly.
- c. When members are found to be on an improper rate, the billing change to a proper rate will apply to bill for month in which check is made. However, adjustments may be made based on all known pertinent facts.

606 Flint Foundation – Operation Round-Up

The Flint Foundation is a community outreach service program administered for Co-op by an independent foundation board of directors. The Foundation administers the funds to be distributed to worthy local causes.

Operation Round-Up funds come from voluntary contributions from participating Co-op members by "rounding up" their monthly bills to the next dollar. The Flint Foundation operates independently of Co-op. A Co-op board resolution allows for collection and disbursement of these funds to the Co-op Foundation.

607 Reconnection and Transfer Charges

- a. Reconnection Charge: When a member's service is discontinued for reasons other than non-payment, a non-refundable charge, where applicable, will be made before reconnection.
- b. Transfer Charge: A transfer fee is charged when a member requests disconnection at one location and a reconnection at another location.

700 EASEMENTS, RIGHTS OF ACCESS, CO-OP PROPERTY

701 Member to Grant Easements to Co-op if Required

Each member, upon being requested to do so by Co-op, shall execute and deliver to Co-op grants of easement or right-of-way over, on and under such lands owned by member in accordance with such reasonable terms and conditions as Co-op shall require, for furnishing of electric service to member or other members or for construction, operation, maintenance, or relocation of Co-op's electric facilities.

702 Right of Access

Co-op's identified employees shall have right of safe access to member's premises at all reasonable times for purpose of reading meters evaluation, installation, maintenance or removal of any and all equipment and facilities which are Co-op's property.

702.1 Ingress & Egress – Locked Premises

Members shall provide Co-op employees with safe access to premises for the purpose of constructing electric facilities, reading meters, testing, repairing, removing, or exchanging any and all equipment belonging to Co-op.

Cooperation between Co-op and the member is required. Various locking arrangements will be handled as follows:

1. Premises locked with chains and cables:

Where chains and cables are used to prohibit entry, Co-op will install a Co-op lock in series with chain or cable. Shackle-to-shackle locking will not be allowed.

2. Gates:
Gates should be locked the same as above; however, if for some reason it cannot, then a 'lock box' shall be provided at the gate.
3. Electronic Gates:
Members having electronic shall provide Co-op with the code for entry to the property. The code will be registered with the dispatcher.
4. Other locking situations or devices:
If there exists or there is need for locking devices other than the above, the solutions thereto will be handled on a case-by-case basis.
5. Employee conduct on premises:
 - a. Employees shall lock gates upon entering and upon leaving to assure that no one enters or leaves the property through Co-op's access.
 - b. Employees shall not enter buildings unless the owner or a representative of the owner is present.
 - c. Conduct while on the premises shall be held to the highest professional standards at all times.
 - d. No employee shall enter premises unless on official Co-op business.

703 Protection of Co-op Property on Member Premises

Member shall protect Co-op equipment on premises and shall not interfere with, alter, or permit interference with, or alteration of meters or other property including load management devices except by duly authorized Co-op representatives. Cost of necessary replacements and repairs to correct damage to Co-op property due to, caused by, or arising from carelessness, neglect, vandalism, or misuse by unauthorized persons, shall be paid by person/persons responsible for such damage.

704 Tampering with Co-op Equipment

When it is determined that someone has tampered with Co-op equipment, any appropriate action deemed necessary will be taken, particularly as it relates to safety.

1. All meters owned and installed by Co-op will be sealed and all meter bases on which Co-op meters are installed will be sealed.
2. Meter base seals will be broken or removed only by employees or contract employees of Co-op except when another person is authorized, such as an electrician or fireman, to break the meter seal and remove the meter from the base in cases warranting such action. A record of such action will be filed in the records and the meter base resealed as soon as practical.
3. When Co-op has reasonable evidence that a member is obtaining part or all of his electricity by any method that interferes with the proper metering of electric service or has made an unauthorized connection to obtain electric service, the electric service may be disconnected at any time.
4. The bill for tampering will include charges for estimated unmetered service plus any penalties, trip charges or other applicable charges as determined by Co-op.

In accordance with O.C.G.A. 16-7-25 damaging, injuring, or interfering with this meter or related equipment is unlawful and may result in prosecution.

5. Charges related to tampering include the following:

a. The member must pay the cost of repair or replacement of equipment damaged as a result of interference with the meter or other equipment, plus labor and other costs associated with repair or replacement, plus

b. Actual cost of investigation will be charged for 1) tampering with the meter or other Co-op equipment, or 2) making an unauthorized electrical connection, plus

c. Service charges will be made for reconnection of service in accordance with the appropriate trip charges (during or after regular working hours), the diversion of current charge, estimated usage, and cut seal charge.

If reconnection requires a service line technician, the appropriate during or after regular working hours charges will apply.

d. Individuals involved with power theft or vandalism will be prosecuted to the fullest extent of the law.

800 MEMBER WITHDRAWAL - GENERAL CONDITIONS

Refer to Co-op *Bylaws Article I, Section 6:*

a. Any member may withdraw membership upon compliance with such uniform terms and conditions as Co-op's Board of Directors may prescribe.

b. Co-op's Board of Directors may, by affirmative vote of not less than a majority of all Board members, expel any member who fails to comply with any provisions of Co-op's *Articles of Incorporation, Bylaws* or *Rules and Regulations* adopted by Board, but only if such member shall have been given written notice by Co-op that such failure makes member liable to expulsion and such failure shall have continued for at least ten days after notice was given. Any expelled member may be reinstated by majority vote of Co-op's Board, or may appeal to and be reinstated by majority vote of membership at any annual or special meeting.

c. Upon withdrawal, death, cessation of purchase of electric energy, cessation of existence, or expulsion of a member, membership of such member shall immediately terminate.

d. In case of membership withdrawal or termination in any manner, Co-op shall repay to member the amount of membership fee paid by him provided, however, that Co-op shall deduct from the amount of membership fee any debts or obligations owed by member to Co-op.

900 MISCELLANEOUS

901 Scheduled Outages

Although most line maintenance and repair work is done with lines energized, there are situations that will require the power to be out. Such work shall be done, as far as possible, at a time that will cause the least inconvenience to the members. Members to be affected by such interruptions shall, if practicable, be notified in advance. All reasonable efforts will be made to contact members identified on the Co-op's Life Support List.

901.1 Load Shedding

Co-op reserves the right to discontinue electric service to any member or members when there is a generation shortage or a widespread system disturbance that could cause a statewide or regional blackout.

902 Service Disconnection Notice

Any member desiring to discontinue service or change from one location to another shall give Co-op three working days' notice provided such notice does not violate contractual obligations. Member is responsible for all electric energy used at a meter location until disconnected or transferred.

903 Security Lights

Installations: Security lights are available for installation for members under current applicable rates. Suitable access must be available for heavy equipment on those lights requiring poles to be set. Non-property owners requiring installation of a security light must pay applicable service charge or construction charges prior to installation. Repairs: Security light outages shall be reported to Co-op for repair. Scheduled security light repairs are done during normal working hours.

903.1 Street Lights

Installations: Street light installations are scheduled after receiving proper authorization from an appropriate governmental body within area served by Co-op. Repairs: Street light outages shall be reported to Co-op for repair. Repairs are scheduled at Co-op's convenience.

904 MEMBER REQUEST FOR PRESENTATION TO BOARD

The Board of Directors will hold regularly scheduled, monthly meetings on the fourth Tuesday of each month, unless otherwise scheduled by action of the Board. Any member requesting to appear at a Board meeting must adhere to the following requirements:

- a. Make a written request to the Board Chairman, with a copy directed to the President/CEO, received at least two (2) weeks prior to the monthly meeting. Requests made within that period will be deferred until the following meeting.
- b. In the written request, provide a summary of issues and items to be presented.
- c. In the written request, provide the name and address of the member making the presentation and the names and address of other people who will accompany the member making the presentation.

Upon providing the request as outlined above, the member will be notified of the time and location to be available for the presentation, as well as the amount of time to be allowed for the presentation. The presentation schedule may be modified in the event of extraordinary circumstances or in cases where the matter is resolved.

905 Notices To and From Members

Whenever these regulations provide that notice be given or sent to Co-op, such notice delivered or mailed postage prepaid to any Co-op office shall be deemed sufficient. Likewise, notice by Co-op to member shall be deemed sufficient when placed in U.S. mail addressed according to Co-op records.

906 Office and Service Hours

The Co-op's headquarters is in Reynolds, Georgia. Other offices are located in Perry, Upatoi, Fort Benning and Warner Robins (2). All administrative offices are open 8am-5pm, Monday-Friday, with the exception of Upatoi, which is closed from 12:00 – 1:00 p.m.. Certain locations are closed on holidays observed by Co-op. Emergency service work is performed 24 hours a day, seven days a week. System operators are on duty 24 hours a day. Service personnel may be reached by calling an office listed in the directories. In case of a power outage, call toll-free 1-888-354-6836. Phones are staffed 7:30 a.m. until 7:00 p.m. Monday thru Friday and business can be conducted on the Internet 24 hours per day at www.flintenergies.com.

Flint Electric Membership Corporation
Statement of Nondiscrimination

Co-op is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and the rules and regulations of the U.S. Department of Agriculture which prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication or program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W. Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

ATTACHMENT A
FEE SCHEDULE
(Effective 04-01-2008)

Membership Fee:	\$15
Account Set-Up Fee:	\$15
Transfer of Service:	\$15 (during hours); \$40 (after hours)
Disconnection Trip Fee for Non Payment:	\$25 (during hours)
Reconnection Trip Fee for Non-Payment:	\$25 (during hours); \$50 (after hours)
Disconnect or Reconnect at Pole (if service crew required):	\$75 (during hours); \$100 (after hours)
Disconnect or Reconnect CT Meter:	\$75 (during hours); \$100 (after hours)
Disconnect or Reconnect Active Security Light Temporarily:	\$25
Change lighting fixture within one year of initial installation:	\$100
Temporary Service to Build (in advance of permanent service):	\$60–Single phase; \$250–Three phase (during hours)
Service to Temporary Loads (from existing facilities):	\$100-Single phase; \$300-Multi-phase (during hours)
Additional trips to connect service:	\$75 (during hours); \$100 (after hours) for line technician. \$50 (during hours); \$75 (after hours) for member services technician
Diversion of current charge:	\$500.00 (Meter Tampering)
Unauthorized cut seal charge:	\$25 (during hours)
Meter Accuracy Test (during hours at member’s request):	\$75
Residential Walk-Thru Energy Audit:	\$50
Check ground rod(s) to help protect against lightning damage:	\$35 (fee waived if member installs additional ground rod(s).
Surge Protection:	\$35 installation and \$5.95 per month
House Moving Charges:	\$500 (four-hour per truck minimum); \$125 (hourly charge over four hours)
Service call to member’s premises when problem is determined to be members instead of Co-op’s:	\$75 (during hours); \$100 (after hours) for line technician; \$50 (during hours); \$75 (after hours) for member service technician
New service – meter only:	\$50 (after business hours)
Meter Poles:	\$70
Member’s Credit Card (maximum monthly charge allowed on credit card for paying electric bill)	\$5,000
Return check charge:	Maximum allowed by Georgia law (pursuant to Official Code of Georgia Annotated Code 13-6-15, effective July 1, 2003) or \$30 plus current bank charge.