

# ERWIN UTILITIES

## SCHEDULE OF RULES AND REGULATIONS

1. Application for Service. Each prospective Customer desiring electric service will be required to sign Distributor's standard form of application for service or contract before service is supplied by the Distributor. Services will not be provided to any applicant (a) who is indebted to Erwin Utilities, or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to Erwin Utilities, or (c) who was a member of the household of a former Customer when said indebtedness was incurred, except upon payment of indebtedness.
2. Deposit. A deposit or suitable guarantee not to exceed twice the appropriate Customer class' highest average monthly bill may be required of any Customer before electric service is supplied. Upon termination of service, deposit may be applied by Distributor against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. All deposits retained longer than twelve months shall accrue interest at an interest rate comparable to market rates of interest on passbook saving accounts. Earned interest will be applied to Customer's account. *(For current deposit requirements, please refer to Erwin Utilities Customer Service Policies, Section 2, a copy of which is available upon request.)*
3. Point of Delivery. The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.
4. Customer's Wiring – Standards. All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.
5. Inspections. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises.
6. Underground Service Lines. Customers desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.
7. Customer's Responsibility for Distributor's Property. All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of

Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

8. Right of Access. Distributor's identified employees shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor. Customer shall control existing trees/shrubbery and refrain from new plantings so as to prevent interference with utility lines and other property of Distributor. Customer and/or Customer's contractor should refrain from digging or construction without contacting Tennessee One-Call System (call 811 or 1-800-351-1111) and allow time for marking of underground lines. In the event such facilities are interfered with, impaired in their operation, or damaged by Customer, or by any other person when the Customer's reasonable care and surveillance could have prevented such, the customer shall indemnify Distributor or any other person against death, injury, loss, or damage resulting there from, including but not limited to Distributor's cost of repairing, replacing, or relocating any such facilities.
9. Billing. Bills will be rendered monthly and shall be paid at the office of Distributor or at other locations designated by Distributor. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid by due date specified on bill, Distributor may at any time thereafter, upon five (5) days' written notice to Customer, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment. Remittances received by mail after the due date will not be subject to such additional charges if the incoming envelope bears United States Postal Service date stamp of the due date or any date prior thereto.
10. Discontinuance of Service by Distributor. Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. Any and/or all services will be discontinued to Customers with past due accounts. (Payment in full, including late penalties, will be required and an additional deposit may be required before service will be restored.) The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.
11. Connection, Reconnection, and Disconnection Charges. Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher

charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.

12. Termination of Contract by Customer. Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.
13. Service Charges for Temporary Service. Customers requiring electric service on a temporary basis may be required by Distributor to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
14. Interruption of Service. Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
15. Shortage of Electricity. In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
16. Voltage Fluctuations Caused by Customer. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. Additional Load. The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.

18. **Customer Generated Electricity.** Customers utilizing generators for emergency power shall provide a disconnecting means to assure generated power and utility power cannot serve the same load simultaneously. Disconnecting means, such as a double-throw switch, must assure the generator power has no return path to Distributor supplied meters, equipment or wires. Customer generated power represents an extreme danger to Distributor employees working on lines considered de-energized. The Customer may not add generation capacity that has the ability to flow back to the Distributor's meter presenting danger to employees or other customer, or that impacts Distributor's electrical network without the express written consent of Distributor. Examples of possible generation would be photovoltaic systems, wind generation, backup generators, battery storage, and combustion generation of any type. Distributor may discontinue service in order to protect its network and employees, or until such time the Customer provides disconnect means that meets all Distributor, local, state, Tennessee Valley Authority, and Federal Energy Regulatory Commission requirements. For approved installations, any additional capacity added at a later date must also be approved by Distributor in advance.
19. Standby and Resale Service. All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
20. Notice of Trouble. Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
21. Non-Standard Service. Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice. In special cases involving loads of less than 5,000 kilowatts, Customers may take service at the primary voltage. Such Customers shall own all facilities on the load side of the meter except that Distributor may furnish and maintain such transformers on the load side of the meter as requested by Customer for transformation to standard secondary voltages, in which case, Customer shall pay to Distributor a monthly rental for equipment so furnished by Distributor, equal to one percent (1%) of the amount by which the cost of the transformers furnished exceeds the estimated cost to Distributor of transformers which would be required to transform Customer's load at a single point to a single secondary voltage.
22. Meter Tests. Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent

(2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

23. Relocation of Outdoor Lighting Facilities. Distributor shall, at the request of Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
24. Billing Adjusted to Standard Periods. The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.
25. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, which was approved in a public Board of Directors' meeting, shall be kept open to inspection at the offices of Distributor located at 244 Love Street, Erwin, TN 37650, or found online at [www.e-u.cc](http://www.e-u.cc). Furthermore, the Distributor will provide information regarding rates, service practice policies, and guidelines to customers via the website, [www.e-u.cc](http://www.e-u.cc). A customer will receive such information at any time upon request. All retail rate actions initiated by the Distributor will be communicated to the public via the website and through advertisements in the local newspaper.
26. Revisions. These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.
27. Conflict. In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.