

CHICKASAW ELECTRIC COOPERATIVE

RULES AND REGULATIONS

1. APPLICATION FOR SERVICE: Each prospective customer desiring electric service will meet Distributor's requirements for application for service or contract before service is supplied by the Distributor.
2. DEPOSIT: A deposit approximately equal to twice the monthly bill or suitable guarantee may be required of any Customer before electric service is supplied. Distributor may at its option return deposit to Customer. On a deposit held longer than twelve (12) months interest will accrue at the interest rate CEC earns on its passbook savings accounts by savings and loan institutions within the CEC service area. 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. Additional information may be found in the Residential Service Policy.
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. Certain wiring and equipment beyond the point of delivery, as may be agreed upon between the Customer and Distributor, could be provided and maintained by Distributor, with the Customer paying a monthly investment charge determined by the Distributor.
4. CUSTOMER'S WIRING-STANDARD: 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 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 lines 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 Distributor owned equipment 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 replacements shall be paid by the Customer.

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8. **POLE ATTACHMENT:** Pole attachments such as signs, satellite dishes, basketball goals, etc., shall be expressly prohibited. Distributor may remove any unauthorized attachment of which the cost thereof may be billed to the Customer.
9. **RIGHT OF ACCESS:** Distributor's identified employees shall have access to Customer's premises at all reasonable times for such purposes as, but not limited to, reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor and/or for routine or emergency right of way maintenance.
10. **BILLING:** Bills will be rendered monthly and shall be paid within fifteen (15) days. Bills shall be paid by means 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 there- after, upon five (5) days' notice to Customer, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date fall on a weekend or a Chickasaw recognized 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 charges if the incoming envelope bears United States Postal Service date stamp of the due date or any date prior thereto. Additional information may be found in the Billing Policy.
11. **DISCONTINUANCE (TERMINATION) OF SERVICE BY DISTRIBUTOR:** Distributor may refuse to connect or may discontinue service for the violation of the 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 on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligations to Distributor for all debt, the payment of minimum bills, collection fees, attorney fees and other fees as specified in application of Customer or contract with customer.

CEC evaluates weather conditions daily at www.NOAA.com for the Somerville, TN, 38068 (CEC Service area). CEC will suspend disconnection of service for non-payment when the temperature exceeds 100 degrees Fahrenheit (F) or is below 32 degrees F. Where disconnection is postponed due to weather conditions, the postponement will not exceed beyond the extreme weather conditions or 5 business days whichever comes first. Customers are only allowed 2 postponements per season (summer and winter).

Customers with a medical necessity may receive an extension of a delinquent bill upon CEC's approval of the CEC Certificate of Medical Emergency form. Disconnection of service will be postponed for up to 30 days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements.

Additional information may be found in the Termination of Electric Service Policy.

12. **CONNECTION, RECONNECTION, AND DISCONNECTION CHARGES:** Distributor may establish and collect standard charges to cover the reasonable cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and

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reconnections are performed after normal office hours, or when special circumstances warrant.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
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.

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20. NOTICE OF TROUBLE. Customer shall notify Distributer immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.
21. NONSTANDARD SERVICE: When Distributer approves, Customer shall pay the cost of any special installation necessary to meet his/her non-standard service requirements.
22. METER TESTS: Distributer may, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributer 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 Distributer'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 Distributer.
23. RELOCATION OF FACILITIES: Distributer may, at the request of Customer, relocate or change existing Distributer-owned equipment. Customer shall reimburse Distributer for such changes at actual cost including appropriate overheads.
24. 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.
25. CONFLICT. In case of conflict between any provisions of the Rules and Regulations the Cooperative Bylaws, Contracts, and/or agreements shall apply.
26. INFORMATION TO CUSTOMERS: The Schedule of Rules and Regulations is a part of all contracts for receiving electric service from CEC and applies to all service received from CEC, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of CEC's Schedule of Rates and Charges, which was approved by the CEC Board of Directors, shall be kept open to inspection at the CEC office located at 17970 Highway 64 East, Somerville, TN, 38068, or found on our website – www.chickasaw.coop. Furthermore, CEC will provide information regarding rates, service practice policies, and guidelines to customers via the website – www.chickasaw.coop and information including brochures and print media will also be available at our office. A customer will also receive such information upon application for electric service, and at any time upon request. All retail rate actions initiated by CEC will be communicated to the public through our website and the Tennessee Magazine. Additional information may be found in the Information to Customers Policy.

Reviewed by Board: March 17, 1986

Reapproved by Board: April 1, 1986

Revised and Reapproved by Board: May 5, 2015

CHICKASAW ELECTRIC COOPERATIVE

SERVICE POLICY

SUBJECT: RESIDENTIAL SERVICE POLICY

1. Deposit policies are to be applied without regard to race, color, creed, sex, age, national origin, or marital status.
2. Customers may be required to pay a deposit based on a credit assessment. The amount of the deposit will be determined using the following rating:

Utility ONLINE "Red Light"

$\$2.00 \times$ per amp size

OR

2 X the highest bill history from the location

ALWAYS THE LESSER OF THE TWO

Utility ONLINE "Yellow Light"

The lesser of a dollar per amp as listed below or approximately twice the maximum bill in location History*

Reduce the deposit to 75% of Red Light but no lower than approximately twice the maximum bill in History*

Utility ONLINE "Green Light

No Deposit

Customers who do not provide the proper documentation will be required to pay a deposit of 150% of Red Light but not exceed approximately 2.0 times the maximum bill in History*.

<u>AMP</u>	<u>\$ Per AMP</u>
0-199	\$3.00/amp
200-399	\$2.00/amp
400-Up	\$1.65/amp

3. The highest required deposit for any individual living in the residence will be used based on credit rating.
4. At least half of the required deposit must be paid before connection of account. The full required deposit must be paid in full no later than 30 days from connection of account, if not paid account will be disconnected immediately.
5. Upon request the required deposit may be reduced based on 24 consecutive months of data, with approval from Supervision. Multiply the highest monthly bill in history by two. This number will be used to determine the required deposit.
6. A member with a deposit will be required to provide another deposit as outlined in this policy if they move to another location.
7. Individuals with a good pay record will not be required to pay a deposit and may guarantee payment for a new customer in lieu of required deposit.
8. If a customer's service is disconnected for non-payment a deposit may be required or an existing deposit may be increased.
9. A customer's deposit will be applied to the account if the customer has not been late, had a returned check, or had a disconnect for non-payment scheduled during the previous twelve (12) months.
10. Interest, at the rate paid for passbook savings accounts by savings and loan institutions within the CEC service area, shall accrue on all deposits greater than one month's average bill and retained longer than twelve months by adding this amount at the time the deposit is refunded.

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11. Upon termination of service or if the customer has been disconnected, any retained deposit and/or membership fee may be applied against the unpaid bills of the customer, and if any balance remains after such applications said balance, including earned interest, shall be refunded to customer.
12. Good Pay Record is considered as:
 - A customer that has not had within the last (12) months of Recent History** more than one delinquent payment, a disconnect for non-payment scheduled, a returned check, a stopped payment nor evidence of tampering.
 - A customer has less than 12 months of Recent History** and a current Green Light credit score.

* History – At least one year of history must exist

** Recent History - Within the last 24 months of service

Revised and Approved by Board: 02/07/2012

Revised and Approved by Board: May 5, 2015

CHICKASAW ELECTRIC COOPERATIVE

SERVICE POLICY

SUBJECT: BILLING

1. Bills will be rendered monthly and shall be paid by Chickasaw's approved methods.
2. Failure to receive bill will not release customer from payment obligation or late penalty.
3. The past due date for payment of the bill will be minimum 15 days for all classes of customers after the day the bill is mailed to the customer (date of bill).
4. Payments made after the past due date will be subject to a late payment charge. The late payment charge for all classes of service will be computed as a charge of 5% of the first \$10,000 and 1½% of the excess on the unpaid portion of the electric bill, excluding other charges and sales tax.
5. Should the past due date fall on a weekend or a Chickasaw recognized holiday, payment is due on the following business day.
6. Remittances received by mail after the past due date will be considered paid by the past due date and will not be subject to a late charge, if post marked on or before the past due date.
7. A field notification fee will be charged for each trip Chickasaw makes in an attempt to notify of past due amounts. A reconnect fee will be applied for reconnection of a disconnected service for non-payment at the appropriate rate for reconnects during regular business hours or after hours reconnects.
8. A returned check charge will be applied to a customer's account for each check returned to Chickasaw.
9. A levelized billing plan is available upon request for the residential customers who have been receiving service at their present location for at least 12 months. All levelized billing plans must begin in the spring and fall months.

REFERENCE: On File with TVA

Reviewed by Board 3-17-86

Re-approved by Board 4-1-86

Revised by Board 6-4-91

Revised by Board 10-6-98

Re-approved by Board 11-3-98

Revised by Board 10-5-99

Revised and Approved 02-05-2013

Revised and Approved by Board: May 5, 2015

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SERVICE POLICY

SUBJECT: TERMINATION OF ELECTRIC SERVICE

1. Notice of Disconnect shall be made at least five days prior to schedule date of disconnect.
2. Notice of Disconnect will be by mail (separate mailing or by regular monthly bill insert) or hand delivered notice to customer's premises unless customer approves an alternative method (e-mail, text, phone, through an automated system, or any other general accepted established method).
3. If customer does not make payment or notify office of contested bill, disconnect will be made on schedule.
4. Service will not be disconnected for contested bills until the appropriate hearing and appeal procedures have been carried out.
 - A. Hearings on contested bills will be conducted by a hearing officer by appointment at CEC's office between the hours of 8 A.M. and 4 P.M. on business days.
 - B. Customer and his representative may examine our records pertaining to the customer's service. Hearing officer will render a decision to the customer. Customer may appeal decision to appeals officer.
 - C. Appeal hearing will be scheduled by appeals officer as soon as possible after notification by customer. Appeals officer will provide the customer with a final decision.
 - D. Post-disconnect hearings for contested bills will be handled in the above manner.
 - E. If customer fails to schedule a meeting within five days or does not attend meeting disconnect will proceed.
5. After fifteen days of disconnect, termination of account will proceed and all deposits and membership fees will be credited to the account to produce a final bill that will be mailed to the member.
6. After fifteen days of mail date, if payment or arrangement has not been made, the account will enter the collection process and is subject to additional fees, penalties and/or interest.
7. CEC evaluates weather conditions daily at www.NOAA.com for the Somerville, TN, 38068 (CEC Service area). CEC will suspend disconnection of service for non-payment when the temperature exceeds 100 degrees Fahrenheit (F) or is below 32 degrees F. Where disconnection is postponed due to weather conditions, the postponement will not exceed beyond the extreme weather conditions or 5 business days whichever comes first. Customers are only allowed 2 postponements per season (summer and winter).
8. Customers with a medical necessity may receive an extension of a delinquent bill. Upon CEC's approval of the CEC Certificate of Medical Emergency form, disconnection of service will be postponed for up to 30 days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements. The Certificate of Medical Emergency form must be completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee and/or Mississippi certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by CEC. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees incurred or other applicable charges. CEC will only grant this postponement for termination one (1) time during a twelve month period. If full payment of the past due amount, including all late fees, is not received by the end of the 30 day postponement period, electric service will be disconnected without further notice.

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REFERENCE: On File with TVA

Reviewed by Board 3-17-86

Re-approved by Board 4-1-86

Revised by Board 3-2-99

Approved by Board 4-6-99

Revised and Approved by Board 02-05-2013

Revised and Approved by Board: May 5, 2015

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CERTIFICATE OF MEDICAL EMERGENCY

CUSTOMER NAME _____
SERVICE LOCATION _____
NUMBER AND STREET OR RURAL ROUTE
(if different from service location) _____ County _____
CITY _____ STATE _____ ZIP _____ PHONE NUMBER () _____
CEC ACCOUNT NUMBER _____
CUSTOMER SOCIAL SECURITY NUMBER _____
OR
CUSTOMER DRIVERS LICENSE NUMBER _____
PERSON IN HOUSEHOLD WITH MEDICAL CONDITION _____
RELATIONSHIP TO CUSTOMER NAME LISTED ABOVE _____

STATEMENT OF LICENSED PHYSICIAN

By my signature, given below, I certify that my records indicate that _____, who is currently under my care, resides at the above referenced household. I further certify that the discontinuance of electric service to this household for (circle one) 5, 10, 15, 20 or 30 days, would create a medical emergency and possible death. This is the time needed for the individual with a life threatening medical condition to secure proper medical attention or temporary/permanent relocation.

SIGNED _____ DATE _____

PRINT NAME _____ PHONE NUMBER () _____

NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM CHICKASAW ELECTRIC COOPERATIVE. THE MAXIMUM AMOUNT OF TIME ALLOWED BY CHICKASAW ELECTRIC COOPERATIVE FOR A MEDICAL EMERGENCY WILL BE 30 DAYS AND ONLY ONCE DURING A TWELVE MONTH PERIOD.

This extension of disconnect **does not** apply to power outages or give any precedents of restoration of power during an outage. Persons with medical conditions should always be prepared and make prior arrangement for power outages.

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SERVICE POLICY

SUBJECT: INFORMATION TO CONSUMERS

Chickasaw shall make available to consumers upon request the following information:

1. Current service policies and practices.
2. Current rates applicable to such customers and an explanation of the rate schedules.
3. Customer's monthly usage for the prior twelve month period.
4. Customer's billing, payment and adjustment statement for the prior twelve months.

Consumers shall be notified of any proposed significant changes in Chickasaw's portion of rates at least thirty days prior to implementation of such change.

Consumers shall be notified as soon as possible of significant changes in purchase power portion of the rates, excluding Fuel Cost Adjustment.

Fuel Cost Adjustments shall be made available upon request for the prior twelve months.

Consumers will be notified by the most practicable means and may include:

1. Messages printed on monthly bills
2. Newspaper or magazine
3. Public display in Chickasaw's office
4. Email, website or other electronic means

REFERENCE: On File with TVA

Reviewed by Board 3-17-86

Re-approved by Board 4-1-86

Revised by Board 3-2-99

Approved by Board 4-6-99

Revised and Approved by Board: May 5, 2015