

ETOWAH UTILITIES
SCHEDULE OF RULES AND REGULATIONS

1. Application for Service. Each prospective Customer desiring electric, gas, water, or wastewater services shall be required to sign the Etowah Utility Board (EUB) standard form of application for service or contract before service is supplied by EUB.
2. Deposit. A deposit of suitable guarantee approximately equal to twice the average monthly bill may be required of any Customer before any utility service is supplied. Customer may qualify for a waived deposit or a reduced deposit as the result of a credit check. EUB may, at its option, return the deposit to the Customer after one year as provided in current Customer Service Policies. Upon termination of service, deposit may be applied by EUB against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. Additional information regarding deposits can be found in Etowah Utilities Customer Service Policy 1.3.
3. Point of Delivery. The point of delivery is the point, as designated by EUB, on Customer's premises where service is to be delivered to the building or premises. All wiring and equipment past this point shall be provided and maintained by Customer at no expense to EUB.
4. Customer's Wiring and Plumbing Standards. All wiring and plumbing facilities belonging to Customer must conform to EUB requirements and accepted modern standards. Said wiring and plumbing facilities and attachments must comply with all Federal, State, and local requirements, including the National Electrical Safety Code, the National Electrical Code, and the International Fuel Gas Code.
5. Inspection. EUB shall have the right, but shall not be obligated to inspect any installation before electricity, gas, water, or wastewater facilities are introduced or at any later time. EUB reserves the right to reject any installation not in accordance with Federal, State, or local standards. Such inspection or failure to inspect or reject shall not render EUB liable or responsible for any loss or damage resulting from defects in the installation or from violation of EUB's Rules and Regulations, or from accidents which may occur upon the Customer's premises.
6. Underground Electrical Service Lines. Customers desiring underground electrical service lines from EUB's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by EUB on request.
7. Customer's Responsibility for EUB Property. All meters, service connections, and other equipment furnished by EUB shall be, and remain, the property of EUB. Customer shall provide a space for and exercise proper care to protect the property of EUB on its premises, and in the

event of loss or damage arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid for by Customer.

8. Right of Access. Identified employees of EUB shall have safe access to the Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, inspecting, removing, maintaining, or exchanging any or all facilities belonging to EUB. Maintaining of EUB property includes the trimming or cutting of trees and the removal of any obstacle that may, in the discretion of EUB, become an interference in the operation of EUB's utility systems.
9. Billing. Utility bills will be rendered monthly and shall be paid at the office of EUB or at other locations designated by EUB. Failure to receive bill will not release Customer from payment obligation. Bills paid after the due date specified on the bill may be subject to additional charges. Should the due date 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. Should bills not be paid by ten (10) days past the due date specified on bill, EUB may at any time thereafter, discontinue service. Additional information regarding billing can be found in Etowah Utilities Customer Service Policies 1.9 and 1.15.
10. Discontinuance of Service by EUB. EUB may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation on any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. EUB may discontinue service to Customer for the theft of electricity, gas, or water or for making unauthorized attachments of the appearance of theft devices or the evidence of tampering with EUB facilities on the premises of the Customer. EUB may also discontinue service when requested by authorities from the Fire Department, Building and Codes, or the Deputy State Electrical Inspector. The discontinuance of service by EUB for any causes as stated in this rule does not release Customer from his obligation to EUB for the payment of minimum bills as specified in application of Customer or contract with Customer. Additional information regarding discontinuance of service can be found in Etowah Utilities Customer Service Policies 1.15, 1.17, 1.20, 1.21 and 2.2.
11. Connection, Reconnection, and Disconnection Charges. EUB 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 service on a temporary basis may be required by EUB to pay all cost for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, seasonal operations, and similar commercial activities.
14. Interruption of Service. It is recognized by the parties that the availability of power, water, gas, or sewer services may be interrupted or curtailed from time to time because of an "Act of God", acts by agents of employees of EUB constituting negligence, or otherwise. Because Customer is in the best position to provide and install special wiring, alternate supplies, or special devices to protect Customer facilities and equipment. Customer assumes all risk of loss, injury or damage resulting from such interruptions of curtailments. EUB will use reasonable diligence in supplying a regular and uninterrupted services, but shall not be liable for any loss, injury or damage to persons or property resulting from interruptions in service, delay in restoration, mechanical failure, excessive or inadequate voltage, single-phasing, pressure fluctuations, fire, labor difficulties, riot, explosion, breakdown, external forces, flood, Acts of God or the public enemy, or otherwise unsatisfactory services. EUB shall not be liable where Customer's wiring, plumbing, or gas lines and equipment does not conform to applicable code or law. EUB shall not be liable for any damages that result to Customer or any other person, firm or corporation by reason of EUB's implementation of any emergency load curtailment plan in effect between EUB and its sources of supply for electric power or natural gas, including, without limitation, the Tennessee Valley Authority (TVA) and Atmos Energy Marketing.
15. Shortage of Electricity. In the event of an emergency or other condition causing a shortage in the amount of electricity for EUB to meet the demand on its system, EUB may, by an allocation method deemed equitable to EUB, 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 allocations or restriction, EUB 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 on this Schedule of Rules and Regulations are applicable to any such allocations of restriction.
16. Voltage and Pressure Fluctuations and Other Surges Caused by Customer. Electric, gas, water, and wastewater services must not be used in such a manner as to cause unusual fluctuations, surges, or disturbances to EUB's system. EUB may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations, surges, and disturbances.

17. Additional Capacity. The service connection, transformers, meters, lines, and other facilities supplied by EUB for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of EUB. Failure to give notice of additions or changes in load, and to obtain EUB's consent for same, shall render Customer liable for any damage to any of EUB's lines or equipment caused by the additional or changed installation.
18. Standby and Resale Services. All purchased electric, gas, and water services (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by EUB unless written approval or authorization has been obtained from EUB. Customer shall not, directly or indirectly, sell sublet, assign, or otherwise dispose of electric, gas, or water services or any part thereof.
19. Notice of Trouble. Customer shall notify EUB immediately should utility services be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity, gas, water, or wastewater services. Such notices, if verbal, shall be confirmed in writing.
20. 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 that required by standard practice.
21. Meter Tests. EUB will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. EUB 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 the cost of making test shall be borne by EUB.
22. Relocation of Outdoor Lighting Facilities. EUB shall, at the request of Customer, relocate or change existing EUB-owned equipment. Customer shall reimburse EUB for such charges at actual cost including appropriate overheads.
23. Billing Adjusted to Standard Periods. The demand charges and the blocks in the energy, gas, and water 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 and other seasonal customers excepted) and the 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, gas, and water charges will be adjusted to a basis proportionate with the period of time during which service is extended.

24. Information to Customers. EUB shall make available to Customer information regarding rates and service practice policies upon Customer's application for service, in the lobby of the EUB office, and via the EUB website. All retail rate actions initiated by EUB shall be communicated to Customers by public statement issued through either print or electronic media, or through direct mailing. Upon request, EUB shall provide a statement of a Customer's monthly consumption for the prior twelve months if it is reasonably ascertainable. Additional information can be found in Etowah Utilities Customer Service Policies 1.22 and 2.4.
25. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving electric, gas, water, and wastewater services from EUB, and applies to all service received from EUB, whether service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of EUB's Schedule of Rates and Charges, shall be kept open to inspection at the offices of EUB.
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.
28. TVA Complaint Resolution Process. In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with EUB. If the dispute is not resolved, EUB will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the EUB website or other technological means of communication, if available.