



## **MOUNT PLEASANT POWER SYSTEM SCHEDULE OF RULES AND REGULATIONS**

1. Application for Service: Each prospective customer desiring electric service will be required to sign a standard service application form before service will be supplied by Mt. Pleasant Power System (MPPS). The service application can be completed in the office, faxed, or emailed at customer's request. This service application will also serve as a contract between MPPS and said customer. Commercial and Industrial customers may also be required to sign a service contract. Each prospective customer must provide one (1) form of identification and may be required to provide either a rental agreement, settlement statement or deed showing ownership for property. Any unpaid balances of outstanding bills must be paid in full or payment arrangements must be made before service is connected. A copy of MPPS Schedule of Rules and Regulations, Schedule of Charges and Procedures, and Schedule of Rates are available upon request.
  
2. Responsible Parties: Individuals that apply for residential service, business owners, or company representatives for commercial/industrial accounts will be held liable for payments for said electric services. Such payment liability will exist due to the knowledge of signed application form/contract at said location. Payment will be sought from these parties in the event of default payment obligations.
  
3. Deposit: A standard residential deposit of \$300.00 will be required prior to the establishment of electric service. The standard residential deposit can be reduced to \$150 with a "green" credit report from Online Utility Exchange. In no event will the deposit required exceed twice the highest estimated monthly bill for rate classification. For Commercial and Industrial customers, deposits will be calculated at twice the average estimated monthly bill for the rate classification and location. The deposit will be estimated based on anticipated demand and energy loading for the particulars of the business. Cash is the standard method of payment for deposits. An indemnity bond or certificate of deposit at a local bank in Mt. Pleasant, TN with Mt. Pleasant Power System listed as suitable guarantee may be accepted in lieu of a deposit. After the deposit is paid, interest will accrue on a deposit held longer than twelve (12) months at the interest rate MPPS earns on its general ledger accounts. Any accrued interest will be credited to the customer's unpaid bills every 12 months or upon termination of electric service. (See attached schedule of charges exhibit A.) The deposit balance including any earned interest is subject to review by the customer and MPPS. *No additional security deposit will be required from any customer with a prompt payment record already receiving electric service*

*when: (a) transferring directly from one location to another, and/or, (b) when it is mutually desirable to correct records due to death of a member, legal separation, etc.*

4. Prepay Program: MPPS offers residential and small commercial customers (200 amps or less) a prepay option to reduce customer deposits. PrePay electric service charges are the same as a traditional or “post-paid” accounts. There is an additional membership fee per day which will not exceed 50 cents per day (\$15 per month). Customer Service will provide the current daily fee. There are no late fees. Participants need \$100 to establish a prepay account. (\$25 deposit, \$25 set-up fee, \$50 Prepay power purchase). Current active “post-paid” customers may convert to PrePay at any time; however, all fees and prior balances must be paid prior to switching. Debt recovery may be an option for prior balances. (See attached schedule of charges exhibit B.)
  
5. Point of Delivery: The point of delivery is that point designated by MPPS on customer’s premises where current is to be delivered to building premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer at no expense to MPPS.
  
6. Wiring standards: Per current enforced National Electric Code, State of Tennessee Code, and MPPS local codes. (See attached schedule of charges exhibit A.)
  
7. Inspections: By State of Tennessee Deputy Electrical Inspector.
  
8. Right of Access: The customer agrees to furnish MPPS, gratis, with a permanent right-of-way for existing and new MPPS facilities which are to be installed and maintained on the customer’s property. The customer agrees to grant authorized agents of MPPS for right of access over customer’s property for installing, inspecting, maintaining, or removing MPPS property. The customer acknowledges this right includes periodic tree trimming and removal as needed to comply with safety codes and maintain system reliability. (See attached schedule of charges exhibit G.)
  
9. Billing: Bills will be rendered monthly and shall be due and payable as of the bill date printed on each bill. Failure to receive a bill will not release customer from payment obligation. If payment is not received by the final payment date (22<sup>nd</sup> of each month) your account will be

assessed a late payment charge as indicated on each bill. Postmark dates are not honored. Should that final payment date fall on a non-business day, the next business day will be held as a day of grace for delivery of payment. MPPS will mail second notices for all past due bills indicating final payments are due before 8:00am on the 30<sup>th</sup> of each month to avoid disconnect. (28<sup>th</sup> in February). (See attached schedule of charges exhibit C.)

10. Transfers of Unpaid Accounts: Balances due on terminated accounts may be transferred to any other accounts at which the same responsible parties receive electric service from MPPS. If such transferred amounts remain unpaid, any and all active services of the responsible parties may be subject to disconnection. (See attached schedule of charges exhibit F.)
11. Discontinuation of Electric Service: MPPS may refuse to connect or discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Charges and Procedures, the customer's service application, or of current or the appearance of a current theft device on the premises of the customer. Discontinuation of service by MPPS for any cause as stated in this rule does not release obligation for payment. (See attached schedule of charges exhibit F.)
12. Connection, Reconnection, and Disconnection Charges: MPPS may establish and collect standard charges to cover the reasonable average cost, including administration, 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. Whenever service has been discontinued by MPPS for non-payment or a trip is made for the purpose of disconnecting service, a charge will be collected by MPPS to offset its costs for such action. (See attached schedule of charges exhibit A.)
13. Connection and Termination of Contract by Customer: Customers who wish to begin or discontinue service will need to call MPPS before 1:00pm if service is to be connected or disconnected the same business day. After 1:00pm service will be connected or disconnected the next business day. (See attached schedule of charges exhibit F.)
14. Requests for Temporary Service: Customers requiring electric service on a temporary basis will be required to pay all costs for installation and removal of MPPS facilities used for such service.
15. Interruption of Service: MPPS will use reasonable diligence in supplying electric service, 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. Due

to circumstances beyond our control, MPPS cannot guarantee 100% uninterruptible power and thus cannot be held liable for voltage surges and lightning strikes. Therefore, customers with life threatening illnesses are responsible for adequate backup service in case of power outages. (See attached schedule of charges exhibit J.)

16. Notice of Trouble: Customer shall notify MPPS immediately should electric service be unsatisfactory, or should there be defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing. (See attached schedule of charges exhibit J.)
17. Meter Tests: MPPS will, at its expense, perform accuracy tests on its meters, and will also test at the customer's request. Customers must pay the current meter test fee in advance for customer requested meter test. If tests made at the customer's request prove the meter to be accurate within two percent (2%) fast or slow, no adjustment will be made on customer's bill, and a testing charge will be paid by customer. Should the test show the meter to be more than two percent (2%) fast or slow, customer's bill shall be adjusted back to the point that the error can reasonably be determined to have occurred, but in no case more than thirty-six (36) months and meter test fee will be refunded. (See attached schedule of charges exhibit A.)
18. Relocation of MPPS Facilities: Any relocation of MPPS facilities made at the customer's request will only be done if the customer agrees to reimburse MPPS the total cost of such relocation, including the cost of labor, materials, and appropriate overheads. These costs must be paid prior to construction.
19. Scope: This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from MPPS, and applies to all service received from MPPS, whether the service is based upon contract, agreement, signed application, or otherwise. Copies of this schedule, Schedule of Charges and Procedures, Schedule of Rates and other MPPS policies and procedures are available for public inspection at MPPS office and also can be viewed at [www.mountpleasantpower.com](http://www.mountpleasantpower.com). (See attached schedule of charges exhibit L.)
20. Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed without notice. Such changes shall have the same force as the present Rules and Regulations.
21. Conflict with Rate Schedule: In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
22. Coordination with Power Contract: These Rules and Regulations are intended to complement and supplement the provisions of the Power Contract agreement between Mount Pleasant Power System and TVA. The Power Contract agreement, along with future changes or additions to that Power Contract, is to be part of these Rules and Regulations. In case of conflict between these Rules and Regulations and any provision of the Power Contract, the Power Contract shall apply.
23. Signage on Utility Poles: No signage, which shall include signs, posters, pendants, flags, banners, notices or advertisements capable of being placed or mounted upon a utility pole, nor

any fastener or attachment shall be placed on any utility pole owned by or under the management of MPPS.

- a. The General Manager of MPPS or his designee shall in his sole discretion designate those poles, if any, upon which signage may be placed.
- b. The General Manager or his designee of MPPS shall have the right to remove or require the removal of any signage or fasteners as may be necessary to give effect to this Rule.

24. 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 the Distributor. If the dispute is not resolved, the Distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.