



## SCHEDULE OF ELECTRIC RULES AND REGULATIONS

NOTE: “EPB” shall mean THE ELECTRIC POWER BOARD OF CHATTANOOGA, an independent Board of the City of Chattanooga, Tennessee. This Schedule of Electric Rules and Regulations has been reviewed and approved by the Tennessee Valley Authority (“TVA”) on [DATE] according to Section 9 of the Power Contract dated January 17, 1989, as amended between EPB and TVA (“Power Contract”). EPB sells electric service according to the rate schedules for each electric service rate class that are attached to and made a part of the Power Contract (“Rate Schedule”). A “Customer” shall mean any residential, commercial, industrial, or any other classification of customer that receives electric service from EPB. This Schedule of Electric Rules and Regulations applies to all Customers and each Customer agrees to comply with this Schedule of Electric Rules and Regulations upon acceptance of electric service from EPB.

### APPLICATION FOR SERVICE

Each prospective Customer desiring electric service may be required to complete and sign EPB’s application for service and/or an electric service agreement before electric service is provided by EPB. Wherever the words “electric service” or “service” are used herein, such terms include, without limitation, the furnishing of electricity, provisioning for energy improvements, provisioning for weatherization measures, and any other services or benefits related to electricity received by Customer from EPB.

### DETERMINATION OF CLASSIFICATION

The Residential Rate Schedule shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the majority use of electricity is for domestic purposes such as lighting, household appliances, and personal comfort and convenience of those residing therein. A single-family dwelling includes an individually metered single-family apartment and an individually metered residential duplex unit. If the majority portion of the electricity supplied to a dwelling is not used for domestic purposes, then the electricity consumed in that portion so used will be separately metered and billed under the General Power Rate Schedule; if the non-domestic use is not separately metered by EPB, service to the entire premises shall be billed under the General Power Rate Schedule. The

Residential Rate Schedule shall not apply to electric service to:

- (a) Institutions such as clubs, fraternities, orphanages, or establishments providing residence and special care for indigents
- (b) Recognized rooming or boarding houses
- (c) Apartment buildings and garages; or
- (d) Other residential buildings where the major use of electricity is for non-domestic purposes.

The classification for all other electric service shall be determined by the Rate Schedule in effect at such time. The General Power Rate Schedule shall apply to a Customer to whom service is not available under any other Rate Schedule.

### DEPOSIT

EPB may require a reasonable deposit. For residential customers, the deposit will not exceed two times the residential class average monthly bill. For a non-residential customer, the deposit will not exceed two times the highest projected monthly bill for the non-residential customer, as determined by EPB. EPB may review the adequacy of deposits from time to time, and, at a Customer’s request, will undertake a review of the adequacy of the Customer’s deposit. If a cash deposit is greater than one month’s average bill for the same class of Customers and is retained by EPB for more than six months, it will earn interest at the savings rate quoted for the last week of June for the prior EPB fiscal year as shown in the FDIC survey of non-jumbo deposits (<\$100,000) as defined in Part 337.6 of the FDIC Rules and Regulations. The deposit and accrued interest will be applied by EPB against unpaid bills of Customer, and, if any balance remains after such application is made, the balance will be credited to the Customer’s electric account or refunded to the Customer.

### POINT OF DELIVERY AND METERING

The point of delivery is the point, as designated by EPB, on the Customer’s premises where electric power is to be delivered to the Customer’s premises. All wiring and equipment beyond this point of delivery (except by special written agreement) shall be installed, owned, and maintained by the Customer, except the meter. EPB shall provide, own, install, and maintain the electric

meter and all equipment associated with the electric meter to provide electric service and the EPB electric meter will determine the Customer's electric use for billing. Customer shall provide adequate access to the Customer's property as required by EPB for extension of service from EPB's existing facilities to the point of delivery and the installation of the electric meter and all equipment associated with the electric meter. EPB may refuse to connect or may discontinue electric service if the Customer refuses the installation of the electric meter provided by EPB. EPB shall not be liable for any loss, injury, or damage that occurs to the Customer's wiring or equipment located beyond the delivery point.

### CUSTOMER'S WIRING STANDARDS

In order to receive electric service from EPB, all Customer wiring must conform to federal, state, and local governmental requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code, the National Electric Code, and all other applicable codes and standards ("Wiring Standards").

### INSPECTIONS

EPB shall have the right, but shall not be obligated, to inspect any installation before electric service is connected or at any later time and EPB reserves the right to reject any wiring or appliances not in accordance with the Wiring Standards. Any such inspection or failure to inspect or reject shall not render EPB liable or responsible for any loss, injury, or damage resulting from defects in the installation, wiring, or appliances, or from violating this Schedule of Electric Rules and Regulations, or from accidents which may occur upon Customer's premises.

### UNDERGROUND SERVICE LINES

Customers desiring underground service lines from EPB's overhead system will be required to pay the cost incident thereto according to EPB's Contribution in Aid of Construction Policy and according to EPB Standard Service.

### CUSTOMER'S RESPONSIBILITY FOR EPB'S PROPERTY

All meters, service connections, and other equipment furnished by EPB shall be and remain, the property of EPB. The Customer shall provide a space for and exercise proper care to protect the property of EPB on the Customer's premises. In the event of loss or damage to EPB's property, the costs of the necessary repairs or replacement shall be paid by the Customer.

### RIGHT OF ACCESS

EPB's identified employees and agents shall have safe access to Customer's premises at all reasonable times for reading meters, testing, repairing, removing, exchanging, upgrading, installing, replacing, inspecting any or all equipment and facilities belonging to EPB, or for any other purpose related to providing electric service.

### BILLING

Bills for electric service will be rendered monthly and shall be paid by the due date specified on the bill at an EPB office, at other locations designated by EPB, or through electronic methods acceptable to EPB. Due dates shall be established at such periods after billing dates as specified by EPB, but the due date will not be less than fifteen (15) days from when the bill is rendered for residential customers and will not be less than ten (10) days from when the bill is rendered for all other customers. Bills paid after the due date specified on a bill shall be subject to an additional late charge, as specified by EPB, not to exceed five percent (5%) of the total amount of the bill. The late charge shall be in addition to all other charges or fees. Failure to receive a bill will not release the Customer from the payment obligation. Should bills not be paid as above, EPB may at any time thereafter, upon five (5) days written notice to Customer, discontinue service. Should the due date of the bill fall on a Saturday, Sunday, or Holiday, the next business day following the due date shall be held as a day of grace for delivery of payment at an EPB office, at other locations designated by EPB, or through electronic methods acceptable to EPB. Payments received by mail after the due date will not be subject to the late payment charge if the incoming envelope bears the United States Postal Service date stamp of the due date or any other date prior thereto. If postmarked after the time limit for payment at the net amount of the bill, the payment of the net amount of the bill will be applied to the total amount of the bill and the Customer will be responsible for the late payment charge. The Customer shall be obligated for payment of expenses of mailing to Customer any notice of termination of service, which expenses shall be specified on Customer's bill. The Customer shall also be obligated to pay a service charge or other amounts established by EPB for any check or other type of payment that has been rejected by a bank or other financial institution. Bills for electric service shall be paid in lawful currency or coin of the United States of America or other methods as solely determined by EPB.

## TERMINATION OF SERVICE BY EPB

EPB may refuse to connect or may discontinue service for failure to comply with any provision of the Rate Schedule, for failure to comply with any provision of this Schedule of Electric Rules and Regulations, or for breach of the application or electric service agreement between Customer and EPB. EPB may discontinue service to Customer for the theft of current, the appearance of current theft devices, evidence of tampering with the EPB meter or other EPB owned equipment, the existence of unsafe conditions on the premises of Customer or other safety reasons, or to be compliant with any Federal, state, or local law, rule, or regulation that requires disconnection of electric service. EPB may discontinue service to Customer for refusal of any EPB equipment and facilities including the EPB meter as determined by EPB to provide electric service. The discontinuance of service by EPB for any causes as stated in this rule does not release Customer from the obligation to make payment of electric bills as specified in this Schedule of Electric Rules and Regulations or the electric service agreement with Customer. Service may not be discontinued except after giving to the Customer five (5) days prior written notice and including in the notice EPB contact information and procedures to dispute the reason for discontinuance of electric service.

Discontinuance of service to a residential Customer scheduled to be disconnected due to nonpayment will be postponed in the event of a forecasted extreme weather condition for the date of the scheduled discontinuance. An extreme weather condition is when the forecasted high temperature in Chattanooga, Tennessee, as determined by EPB from NOAA or other reliable weather forecasts, is expected to exceed one hundred degrees Fahrenheit (100°F) or is expected to be below thirty-two degrees Fahrenheit (32°F). Discontinuance of service postponed because of a forecasted extreme weather condition will be rescheduled for the day following the abatement of an extreme weather condition.

EPB will attempt to contact a Customer using a phone number provided by the Customer if the Customer has provided EPB with written documentation as specified in this section concerning electrically operated, medically necessary equipment. To receive this additional notice, a Customer must have (i) notified EPB in advance of the presence of electrically operated, medically necessary equipment in Customer's premises; (ii) provided a valid phone number to contact the Customer; (iii) provided written documentation of the type of equipment; and (iv) provided a statement from a medical doctor licensed to practice in Tennessee

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or Georgia that discontinuation of electric service would create a life-threatening medical situation for Customer or other permanent residents at the Customer's premises. It is the responsibility of the Customer to ensure that the written documentation is received and approved by EPB. If the attempt to contact the Customer by phone is unsuccessful, EPB will postpone the discontinuance of service for nonpayment for such Customer for twenty-four (24) hours to allow the Customer time to make payment arrangements or to arrange for alternative housing. If EPB is not able to contact the Customer after twenty-four (24) hours or to confirm that the Customer is still residing at the premises where service is to be discontinued, EPB may discontinue service using its standard procedures.

## CONNECTION, RECONNECTION, DISCONNECTION, AND OTHER CHARGES

EPB may establish and collect standard charges to cover the reasonable average cost, including administration, the connection of service, reconnection of service, or disconnection of service. Higher charges may be established and collected when connections and reconnections are performed after normal office hours or when special circumstances warrant.

EPB may establish and collect any other charges related to electric service that is not considered Standard Service to cover the reasonable cost of providing such nonstandard services to a Customer. These nonstandard electric service charges may include, but are not limited to, meter reading charges, construction and installation charges, and stranded assets charges and are in addition to the charges contained on the applicable Rate Schedule or in an electric service agreement.

## TERMINATION OF CONTRACT BY CUSTOMER

Customers who have fulfilled their electric service agreement term or the term provided for in the applicable Rate Schedule and wish to discontinue service must give at least one (1) day notice to that effect unless the Customer's contract specifies otherwise. A Customer's notice to discontinue service before the expiration of the Customer's electric service agreement term or the term provided for in the applicable Rate Schedule will not relieve the Customer from any minimum or guaranteed payment under any electric service agreement or the applicable Rate Schedule.

## SERVICE CHARGES FOR TEMPORARY SERVICE

Customers requiring temporary electric service may be required by EPB to pay all costs incurred in supplying

and removing and connecting and disconnecting service. This rule applies to circuses, carnivals, fairs, temporary construction, mobile homes not on permanent foundations, and the like.

### IRREGULAR SERVICE

It is recognized by the Customer that electric service may be interrupted or curtailed from time to time because of an “act of God”, acts by agents or employees of EPB constituting negligence, accidents, or otherwise. The Customer is solely responsible to provide and install special wiring, alternate supplies, or special devices to protect Customer facilities and equipment and the Customer assumes all risk of loss, injury, or damage resulting from such interruptions or curtailments of electric service. EPB will use reasonable diligence to provide a regular and uninterrupted supply of electricity but shall not be liable for any loss, injury, or damage resulting from failure to supply electric service, including but not limited to, any interruption, delay in restoration, mechanical failure, single-phasing, voltage irregularity, fire, labor difficulties, riot, explosion, breakdown, external forces, flood, “acts of God”, or the public enemy. EPB shall not be liable for any loss, injury, or damage where Customer’s wiring does not conform to the Wiring Standards. EPB shall not be liable for any loss, injury, or damages that may result to Customer or any other person, entity, or corporation because EPB implements any emergency load curtailment plan in effect between EPB and its sources of supply for electric power, including, without limitation, the Tennessee Valley Authority.

### POWER QUALITY AND INTERCONNECTION

Electric service must not be used in such a manner that causes unusual fluctuations or disturbances to EPB’s electric system or the electric service provided by EPB. EPB may require the Customer, at the Customer’s expense, to install suitable electric facilities which will reasonably limit such fluctuations or disturbances.

If the Customer installs, permits the installation of, or acquires equipment (separately or in connection with the acquisition of real property) that generates or stores electricity, Customer shall comply, at Customer’s expense, with EPB’s requirements for interconnection, including, without limitation, installation of suitable electric facilities to prevent fluctuations or disturbances to EPB’s electric system and to permit EPB to monitor and control any electric energy that flows onto EPB’s electric system. EPB requires a Customer to enter into a written agreement for the operation and interconnection of equipment that generates or stores electric energy and may establish operational procedures applicable to such equipment, with which

the Customer shall comply. If a Customer refuses to sign a written agreement or does not comply with a written agreement, then Customer assumes the entire responsibility and liability for any damages or injury of any kind or nature related to the equipment that generates or stores electricity and Customer shall defend, indemnify, and save harmless EPB from and against any loss and expense for damages growing out of, resulting from, or occurring in connection with the equipment that generates or stores electricity.

### ADDITIONAL LOAD

The service connection, transformers, meters, and equipment supplied by EPB for each Customer have a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of EPB. Failure to give notice of additions or changes in load, and to obtain EPB’s consent for same, shall render the Customer liable for any damage to EPB’s electric system or interruption of electric service provided by EPB caused by the additional equipment or changed load.

### STANDBY AND RESALE SERVICE

All electric service purchased by Customer shall be used on the premises of Customer and shall be supplied exclusively by EPB. Customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof to any third party unless allowed by a Rate Schedule. The operation of any equipment on the Customer’s premises that generates or stores electricity shall be subject to requirements established according to this Schedule of Electric Rules and Regulations and any applicable law or regulation.

### SINGLE POINT DELIVERY

The rates contained in the Rate Schedules for each class of electric service are based upon the supply of service to the entire premises through a single delivery and metering point and at a single voltage. Separate supply for the same Customer at other points of connection and/or a different voltage shall be separately metered and billed.

### NOTICE OF TROUBLE

The Customer shall notify EPB immediately should the electric service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, shall be confirmed in writing.

### NON-STANDARD SERVICE

EPB, in its sole discretion, shall determine all the standard services that are necessary to provide electric

service which includes, but are not limited to, the manner and method in which EPB provides electric service (“Standard Service”) for each rate class. The Customer shall be responsible for the cost incurred by EPB compared to Standard Service for any additional, alternative, or special installations or requirements of EPB to provide such nonstandard services necessary to meet the Customer’s particular requirements for electric service.

#### METER TESTS OR INSPECTIONS

EPB will from time to time make standard tests or inspections of its meters and billing records and will make special tests or inspections of its meters and billing records at the request of a Customer. If a test or inspection shows that the Customer’s bill is accurate within two percent (2%), no adjustment will be made in the Customer’s bill, and, if the test or inspection was requested by the Customer, a charge in an amount established by EPB may be charged to the Customer. If a test or inspection shows that the Customer’s bill is more than two percent (2%) high or low, EPB will adjust the Customer’s bill by such amount and the cost of any test or inspection requested by the Customer will be paid by EPB. EPB will not collect from or reimburse the Customer any undercharge or overcharge for more than twelve (12) months before the date of the test or inspection.

#### FILING AND POSTING

A copy of this Schedule of Electric Rules and Regulations together with a copy of each Rate Schedule shall be kept open to inspection at the offices of EPB and shall be available through EPB’s website at [www.epb.com/legal](http://www.epb.com/legal).

#### SCOPE

This Schedule of Electric Rules and Regulations, as amended from time to time, is a part of all electric service agreements for electric service from EPB and applies to all Customers accepting electric service from EPB, whether the service is based upon contract, agreement, signed application, oral application, telephone conversation, or otherwise. EPB’s obligation to provide electric service shall be subject to all limitations contained in the Power Contract under which EPB buys electric power from TVA or otherwise provided by applicable laws, rules, and regulations.

#### REVISIONS

This Schedule of Electric Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present

Schedule of Electric Rules and Regulations.

#### CONFLICT

In case of conflict between any provisions contained in a Rate Schedule and this Schedule of Electric Rules and Regulations, then the Rate Schedule provisions shall be controlling.

#### SHORTAGE OF ELECTRICITY

In the event of an emergency or other condition causing a shortage in the amount of electricity for EPB to meet the demand on its system, EPB may, by an allocation method deemed equitable by EPB or according to an emergency load curtailment plan in effect between EPB and its sources of supply for electric power, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may use electricity. If such actions become necessary, the Customer may request a variance because of unusual circumstances, including matters adversely affecting public health, safety, and welfare. If the Customer fails to comply with such allocation or restriction, EPB 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 “Irregular Service” of this Schedule of Electric Rules and Regulations apply to any such allocation or restriction.

#### RESIDENTIAL ENERGY SERVICES PROGRAM

EPB, in fulfillment of the purposes and provisions of the Tennessee Valley Authority Act and as part of its electric service, may make available funds to eligible electric Customers for energy improvements for the Customer’s dwelling under the programs conducted by EPB and TVA. Eligible customers may be required to sign repayment agreements under which the funds made available will be repaid to EPB. Monthly repayment amounts due for this service will be included as part of the electric bills from EPB. Except as otherwise agreed, the provisions of the section entitled “Billing” of this Schedule of Electric Rules and Regulations shall apply to bills for the amounts made available by EPB as part of its electric service for such programs. EPB may also make available disbursements to participants to encourage the installation and efficient use of electric appliances and devices in dwellings.

#### INFORMATION TO CUSTOMERS

EPB will make information about rates, rate actions, and service practice policies available upon application for service, on EPB’s website at [www.epb.com](http://www.epb.com), and at any



other time upon Customer's written or telephoned request. EPB will utilize news media or other appropriate media outlets to inform Customers about rates, rate actions, and service policies.

#### LOAD CONTROL PROGRAM

As part of its electric service and under a load control program conducted by EPB and/or TVA, EPB and/or TVA may operate load control devices installed upon the premises or equipment of a Customer who has agreed to the installation of such devices, to reduce demand upon EPB's and/or TVA's system. The acceptance, installation, and operation of any load control program and load control devices on the Customer's premises shall be subject to a written agreement between EPB and the Customer and the requirements established according to this Schedule of Electric Rules and Regulations.

#### BILL PRORATION

Bills rendered for other than the regular billing period will be prorated based upon EPB's standard bill proration policy then in effect.

#### CUSTOMER AND SMART GRID DATA

Upon request, using procedures established by EPB, EPB will make available to customers their available energy consumption data for the prior twelve (12) months, if available. EPB will not provide to third parties any Customer's individually identifiable energy consumption data or other individually identifiable Customer data collected by EPB without the Customer's authorization, using authorization procedures established by EPB. Smart Grid data will be utilized by EPB and third parties authorized by EPB in order to enhance system security, reliability, and improve system efficiency. Nothing in this paragraph limits TVA's rights as provided under the Power Contract.