



## RULES & REGULATIONS

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Effective September 1, 2004

1. **Application for Service**—Every person desiring electric service must complete and sign the standard application or contract before receiving service. The service application grants the Cooperative the right of easement for the construction, operation and maintenance of the Cooperative's facilities.
2. **Deposit**—A deposit will be required of any customer regardless of race, color, creed, sex, age, national origin or marital status. Upon termination of service, deposit will be applied to any unpaid bills and any remaining deposit will be refunded. The Cooperative may at its option return the residential deposit to the customer after two years of excellent pay history at the same location. Interest prorated per year on non-residential deposits will be credited annually to the member's electric account on the January billing.
3. **Point of Delivery**—The delivery point of electricity is determined by the Cooperative. All wiring and equipment beyond the point of delivery is maintained by the customer. The Cooperative is not liable for any loss, damage, or injury beyond the point of delivery or for defects in the customer's wiring or appliances.
4. **Customer's Wiring Standards**—All wiring must conform to the requirements of the National Fire Code and National Electrical Code.
5. **Inspection**—A customer must furnish a certificate of inspection from a licensed electrical inspector before service is supplied. Holston Electric Cooperative has the right but not the obligation to inspect any installation after service is supplied. If the Cooperative finds that a customer's facilities or equipment are defective, dangerous or in violation of the law or rules and regulations of the Cooperative, service can be disconnected until hazardous or unlawful situations are corrected.
6. **Customer Responsibility for Cooperative Property**—All meters, service connections and other equipment furnished by Holston on the customer's property belongs to Holston. It is the customer's responsibility to pay for repairs or replacement of lost or damaged equipment belonging to the Cooperative caused by the customer's neglect.

7. **Right of Access**–Holston’s identified employees or authorized agents shall have access to the customer’s premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Holston or for trimming or removing trees within the power line right of way.
8. **Billing**–Meters are read on approximately 30 day intervals and bills can be paid at any office of the Cooperative or at other locations designated by the Cooperative. There is approximately a 15 day period between the date of mailing and the final payment date. Bills are due and payable on receipt. Failure to receive bill will not release customer from payment obligation. A 5% late charge is added after the final payment date printed on the bill. If the final payment date is on a legal holiday or other day when the office is closed, the final payment is extended through the next business day. The Cooperative may discontinue service for non-payment after issuing notice 5 days prior to the date of discontinuance.
9. **Discontinuance of Service by the Cooperative**–The Cooperative may discontinue service when: a customer requests it; when a bill is delinquent after proper notice; when a dangerous condition exists on the customer’s premises; when the customer fails to provide credit information, security deposit, has a disputed or unpaid separate account for electric service with the Cooperative; when a customer misrepresents the identity of any person for the purpose of obtaining electric service; when a customer refuses to grant the Cooperative proper access to Cooperative equipment; when a customer violates a Cooperative rule or regulation especially those dealing with safety and the integrity of the Cooperative’s delivery system; when a customer causes or permits unauthorized use or diversion of electricity on his property; failure to pay special charges; when a customer has obtained service in another name or location to avoid previous incurred debts to the Cooperative. The discontinuance of service by the Cooperative for any cause as stated in this rule does not release customer from his obligations to the Cooperative for the payment of bills. Review of Disputes – Upon request, a hearing will be granted if a customer advises the Cooperative PRIOR to the date of the proposed discontinuance of service that the matter is in dispute.
10. **Connection, Reconnection and Disconnection Charges**– Customer shall pay a nonrefundable connection fee (meter set charge) at the time of application or transfer of service, a charge for each collection effort (trip charge), and a reconnection fee following disconnection for non-payment of account. An additional charge will be made for any service after business hours (trip charge after hours).
11. **Termination of Contract by Customer**–The Cooperative may require up to 3 days notice before service can be disconnected for customers who have fulfilled their contract. Giving notice will not relieve customer from terms of an unexpired contract.
12. **Service Charge for Temporary Service**– Circuses, carnivals, fairs, temporary construction, etc. will be required to pay all connection

and disconnection costs necessary for service. A temporary service fee will be charged for construction of a permanent structure which will use electricity.

13. **Interruption of Service**—The Cooperative will not be liable in damages for the interruption of service caused by acts of God or public enemy, war accidents, strikes, legal process, state or municipal interference, breakdowns or injury to Cooperative equipment or extraordinary repairs. The Cooperative may shut off power as necessary to make repairs or in case of emergency and will make every effort to restore service as soon as possible.
14. **Voltage Fluctuations Caused by Customer**— The Cooperative will require a customer to install, at his own expense, suitable apparatus to limit voltage fluctuations to less than 5% dip, 3 or less times per hour.

The power and energy taken by customer shall not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's or TVA's system. Customer shall provide, at its expense, suitable apparatus which will reasonably limit such fluctuations or disturbances. In the event that unreasonable fluctuations or disturbances including, without limitation, harmonic currents exceeding the latest revision of IEEE 519 as measured at the metering point, are caused by Customer's facilities, Distributor shall immediately notify Customer of the circumstances, and Distributor shall then have the right to discontinue the delivery of power and energy under this contract until the condition causing such fluctuations or disturbances is corrected by Customer. Distributor shall give Customer written notice of these circumstances in addition to the above-mentioned notice, but the requirement of providing such written notice shall not limit or delay Distributor's right to discontinue service to Customer. Despite such discontinuance of service, Customer shall be obligated to pay the amounts due for power and energy, including any minimum bill amounts under this Contract.

Customer should also provide, at its expense, equipment necessary in its judgment to mitigate the impacts on its own facilities due to fluctuations or disturbances in power supply (including those due to harmonic currents) that may be caused by the operating characteristics of other entities connected to Distributor's power supply grid.

15. **Additional Load**—The service connection, transformers, meters and equipment supplied by the Cooperative for each customer have a definite capacity, no addition to the load or equipment may be added without the consent of the Cooperative. Failure to give notice will render the customer liable for damages to the Cooperative lines and equipment caused by the additional load or equipment.
16. **Standing and Redistributing Service**—The customer shall not directly or indirectly sell, redeliver, sublet, assign or otherwise dispose of electricity or electric service without the consent of the Cooperative. Failure to have Cooperative consent can result in discontinuance of service after 2 days notice.
17. **Notice of Trouble**—Customer shall notify the Cooperative immediately if service is unsatisfactory for any reason. If verbal, notices

should be confirmed in writing.

18. **Non-Standard Service**—Customer shall pay the cost of special installations other than those required for the Cooperative standard service, per the Cooperative’s current line extension and service charge policies.
19. **Meter Tests**—The Cooperative may, at its own expense, make periodic tests and inspections of its meters in order to maintain a high degree of accuracy. The Cooperative will make additional meter tests at the customer’s request and expense. An adjustment will be made if the meter tests in excess of 2% fast or slow.
20. **Relocation of Outdoor Lighting Facilities**— The customer shall pay the costs of relocating outdoor lighting fixtures, if done at their request.
21. **Billing Adjusted to Standard Periods**—Billing is based on approximately 30 day periods.
22. **Shortage of Electricity**—The Cooperative is guided by the Tennessee Department of Energy and TVA in a plan for the equitable distribution of electricity in the event of an emergency or shortage of electricity.
23. **Scope**—This schedule of rules and regulations applies to all service rendered by the Cooperative.
24. **Conflict**—In conflict between any provision of rules and regulations and the rate schedule, the rate schedule shall apply.  
**Revisions** – These rules and regulations may be revised as necessary.

## **DEPOSIT REQUIREMENTS**

**RESIDENTIAL:** Credit based schedule

Green = 0      Yellow = \$200

Red = \$300 or 2 times average bill

Credit check refusal = \$400

without meters

**FENCES, PUMPS, BARNs, etc.** = \$50

All Others – An amount up to twice the average monthly or estimated bill. A minimum deposit of \$100.00 is required. Any amount exceeding \$500.00 may be satisfied by the member furnishing to Holston Electric an acceptable surety bond or irrevocable letter of credit on such terms and forms as determined by management.