

(Revised February 23, 2017)

**WARREN RURAL ELECTRIC COOPERATIVE CORPORATION
TVA SCHEDULE OF RULES AND REGULATIONS**

1. **Application for Service** – Each prospective Member desiring electric service may be required to sign a Warren Rural Electric Cooperative Corporation (Warren RECC), otherwise known as “Distributor”, standard form of application for service or contract before service is supplied by the Distributor.
2. **Deposit** – A deposit or suitable guarantee shall be required of all Members unless waived by Distributor for a satisfactory credit rating or payment history with Distributor, in Distributor’s sole discretion. The residential deposit amount will not exceed two (2) times the average high monthly bill for the rate class. The non-residential deposit amount will be two (2) times the average monthly bill. Non-residential accounts with usage over 50 kW will require a power contract. Distributor may, in its sole discretion, return deposit to Member after two (2) years of satisfactory payment history. Upon termination of service, deposit may be applied by Distributor, in its sole discretion, against unpaid bills of Member, and if any balance remains after such application is made, said balance shall be refunded to Member. Interest will accrue on deposit at the rate earned by Distributor through the National Rural Utilities Cooperative Finance Corporation (CFC) 30-day Commercial Paper effective December 1 prior to the beginning of each calendar year. Interest will accrue annually and be refunded annually to the Member’s bill, or upon termination of service. The Member may request a review of their deposit calculation at any time during normal business hours. Reference: Warren RECC Service Practice Policy 220 – Deposits.
3. **Point of Delivery** – The point of delivery is the point, as designated by Distributor, in Distributor’s sole discretion, on Member’s premises where electricity is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Member, at Member’s sole expense, and with no expense to Distributor.
4. **Member’s Wiring Standards** – All wiring of Member 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 or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor’s rules, or from accidents which may occur upon Member’s premises.

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6. **Underground Service Lines** – Members desiring underground service lines from Distributor's overhead system must bear the total cost for extensions beyond standard service. Specifications and terms for such construction will be furnished by Distributor upon request.
7. **Member's Responsibility for Distributor's Property** – All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Member shall provide a space for and exercise proper care to protect the property of Distributor on the premises, and, in the event of loss or damage to Distributor's property arising from neglect of Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member.
8. **Right of Access** – Distributor's identified employees shall have access to Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor.
9. **Billing** – Bills will be rendered monthly and payment shall be due 15 days from the bill date. Failure to receive bill will not release Member from payment obligation. Should bills not be paid by due date specified on bill, Distributor may at any time thereafter, upon seven (7) days after written notice to Member, discontinue service in Distributor's sole discretion. Bills, for all rate classes, paid after due date specified on bill will be subject to a late charge of 5 percent. Should the due date of bill fall on a weekend or holiday, the business day following the due date will be held as a day of grace for delivery of payment. Reference: Warren RECC Service Practice Policy 223 – Billing.
10. **Termination of Service by Distributor** – Distributor, in its sole discretion, may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, the Application for Service, or the contract with Distributor. Distributor may, in its sole discretion, discontinue service to Member due to unsafe conditions, or for the theft of electricity or the appearance of electricity-theft devices on the premises of Member. The discontinuance of service by Distributor does not release Member from obligations to the Distributor for the payment of minimum bills as specified in application or contract with Member. Extreme Weather and Medical Hardship Exceptions will be causes for postponement of disconnection of service. Reference: Warren RECC Service Practice Policy 221 – Termination of Service.
11. **Connection, Reconnection, and Disconnection Charges** – Distributor, in its sole discretion, 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, at Distributor's sole discretion.
12. **Termination of Contract by Member** – Members who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect,

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unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Member from any minimum or guaranteed payment under any contract or rate.

13. **Service Charges for Temporary Service** – Members requiring electric service on a temporary basis may be required by Distributor, in its sole discretion, to pay all costs for connection and disconnection incidental to the supplying and removing of temporary service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

14. **Interruption of Service** – Distributor will use reasonable diligence in supplying electricity, 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.

15. **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, in its sole discretion, fix the amount of electricity to be made available for use by Member and/or may otherwise restrict, in its sole discretion, the time during which Member may make use of electricity and the uses which Member may make of electricity. If such actions become necessary, Member may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare. If Member fails to comply with such allocation or restriction, Distributor may take such remedial actions, as it deems appropriate, under the circumstances, in its sole discretion, 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.

16. **Voltage Fluctuations Caused by Member** – Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may, in its sole discretion, require Member, at Member's sole expense, to install suitable devices which will reasonably limit such fluctuations.

17. **Additional Load** – The service connection, transformers, meters, and equipment supplied by Distributor for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor, in its sole discretion. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Member liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation, including Distributor's costs, expenses, and attorney fees incurred in the attempt to recover Distributor's damages from Member.

18. **Standby and Resale Service** – All purchased electric service (other than emergency or standby service) used on the premises of Member shall be supplied exclusively by Distributor,

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and Member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

19. **Notice of Trouble** – Member shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

20. **Non-Standard Service** – Member shall pay all costs related to any special installation necessary to meet Member's particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

21. **Meter Tests** – Distributor will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Member. If tests made at Member's request show that the meter is accurate within 2 percent, fast or slow, no adjustment will be made in Member's bill, and Distributor's standard testing charge will be paid by Member. In case the test shows meter to be in excess of 2 percent, fast or slow, an adjustment will be made in Member's bill over a period of not over 30 days prior to date of such test, and cost of making test will be borne by Distributor.

22. **Relocation of Outdoor Lighting Facilities** – Distributor will, at the written request of Member, relocate or change existing Distributor-owned equipment. Member shall reimburse Distributor for such changes at actual cost including appropriate overheads.

23. **Billing Adjusted to Standard Periods** – The demand charges and the blocks in the energy 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, cotton gins, and other seasonal Members excepted) and 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 charge will be adjusted to a basis proportionate with the period of time during which service is extended.

24. **Scope** – This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, binds the Member, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, will be kept open to inspection at the offices of Distributor during normal business hours.

25. **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

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the same force and effect as the Rules and Regulations in existence at the time of the Member's application for service.

26. **Conflict** – In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

27. **Information to Customers** – Reasonable efforts will be made to inform members about rates and service practice policies pertaining to electric service with the Distributor. This information will be made available upon the Member's Application for Service, on the Distributor's website at www.wrecc.com, and through public service announcements through local news media. Members may also request, during normal business hours, a statement of monthly consumption for the prior 12-month period. This information will be furnished to the Member, his/her designee as listed on the account, or legal representative.

28. **Complaint Resolution Process** – In the case of billing disputes or other service issues, the member 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 availability of 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.

Approved by TVA on April 17, 2018.