## Anavfield Electric & Water Systems

- 1. <u>Application for Service</u>: Each prospective Customer desiring electric service may be required to sign Mayfield Electric & Water Systems' (MEWS) standard form of Application for Service or Contract before service is supplied.
- 2. <u>Deposit</u>: A deposit or suitable guarantee may be required of any Customer before electric service is supplied. See MEWS' Deposit Policy.
- Point of Delivery: The point of delivery is the point, as designated by MEWS, on the Customer's premises where the current is to be delivered to the building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by the Customer at no expense to MEWS.
- 4. <u>**Customers' Wiring Standards:**</u> All wiring of Customer must conform to MEWS' requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.
- 5. <u>Inspections</u>: MEWS shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or an any later time, and reserves the right to reject any wiring or appliances not in accordance with MEWS' standards; but such inspection or failure to inspect or reject shall not render MEWS liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of MEWS' rules, or from accidents which may occur upon Customer's premises.
- <u>Underground Service Lines</u>: Customers desiring underground service lines from MEWS' overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by MEWS upon request. See MEWS' Underground Service Policy.
- 7. <u>Customer's Responsibility for MEWS' Property:</u> All meters, service connections, and other equipment furnished by MEWS shall be, and remain, the property of MEWS. Customer shall provide a space for and exercise proper care to protect the property of MEWS on his/her premises. In the event of loss or damage to MEWS' property due to neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer. See MEWS Meter Tamper Policy.
- 8. <u>Right of Access:</u> MEWS' identified employees or agent shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to MEWS.
- 9. <u>Billing:</u> Bills shall be rendered monthly, and shall be paid at the office of MEWS or any other locations designated by MEWS. Failure to receive a bill will not release Customer from payment obligation. Customers have a net payment period of no less than 15 days after the bill is created. Should bills not be paid by the due date specified on bill, MEWS may at any time thereafter, upon written notice to Customer, discontinue service. Bills paid after due date specified on bill may be subject to an additional charge of 5% for the first \$250.00 and 1% of the unpaid balance exceeding \$250.00, excluding other charges and sales tax. Should the due date of the bill fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for delivery of payment.
- 10. <u>Disconnection Notices</u>: Disconnect notices are mailed after the due date has passed and the late charge has been applied to the customer account. A fee of not less than \$2.00 may be added to the bill if a notice is mailed. This is the last notice a customer will receive before disconnection of services.
- 11. <u>Returned Payments</u>: A returned instrument charge of not less than \$25.00 may be charged for each method of payment that is returned back to MEWS unpaid. The date an instrument is honored by the bank shall be considered the payment date of the account, and if this date is after the due date, a late charge shall apply. A letter will be sent to the mailing address of the customer account in which the instrument was applied, informing the customer of the return. The letter will state a date the returned payment needs to be paid in order to avoid disconnection. If the payment is not paid, or a suitable payment arrangement made, MEWS will disconnect services, at which time a Disconnection Trip Fee of \$25.00 shall be charged to the customer.
- 12. <u>Convenience Pay Fee:</u> A convenience fee of \$2.50 shall be charged for any bill payment transaction using a debit/credit card in the office. This fee shall also be charged to any payment transaction made online or by phone.
- 13. <u>Rates:</u> MEWS rates are communicated to our customers via our website at <u>www.mayfieldews.com</u>. Rate schedules may be printed at the customers' request. Any rate changes will be posted on the website, as rates are updated monthly.
- 14. <u>Discontinuance of Service by MEWS</u>: MEWS may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. MEWS may discontinue service to Customer for the theft of

current or the appearance of current theft devices on the Customer premises. The discontinuance of service by MEWS for any causes as stated in this rule does not release Customer from his obligation to MEWS for the payment of minimum bills as specified in the application of Customer or contract with Customer. See MEWS' Disconnection Policy.

- 15. <u>Connection, Reconnection, and Disconnection of Services:</u> MEWS may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting services, or disconnecting services provided above. Higher charges may be established and collected when connections and are performed after normal office hours, or when special circumstances warrant. See MEWS' Disconnection Policy.
- 16. <u>After Hours Calls:</u> In the event service calls are received after regular office hours, on weekends, or holidays, a fee of not less than \$75.00 may be charged if the trouble is not the responsibility of MEWS. This policy shall also apply to the connection of new services or the reconnection of discontinued services. If the trouble is confirmed to be MEWS' responsibility, the fee for the after-hours call shall not be charged to the customer.
- 17. <u>Termination of Contract by Customer</u>: Customers who have fulfilled their contract terms and wish to discontinue service must five at least three (3) days 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.
- 18. <u>Service Charges for Temporary Service</u>: Customers requiring electric service on a temporary basis may be required by MEWS to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
- 19. <u>Interruption of Service</u>: MEWS will use reasonable diligence in supplying current, 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 of service, excess or inadequate voltage, single-phasing or unsatisfactory service, whether or not caused by negligence.
- 20. <u>Shortage of Electricity:</u> In the event of an emergency or other condition causing a shortage in the amount of electricity for MEWS to meet the demand on its system, MEWS may, by an allocation method deemed equitable by MEWS, fix the amount of electricity to be made available for the use of Customer and/or may otherwise restrict the time during which Customer may use electricity and the uses by which Customer may use the electricity. If such actions become necessary, Customer may request a variance because of the unusual circumstance including matters adversely affecting the public health, safety, and welfare. If Customer fails to comply with such allocation or restriction, MEWS 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 of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
- 21. <u>Voltage Fluctuations Caused by Customer</u>: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to MEWS' system. MEWS may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
- 22. <u>Additional Load:</u> The service connection, transformers, meters, and equipment supplied by MEWS for each Customer have definite capacity. No addition to the equipment or load connected thereto will be allowed except by consent of MEWS. Failure to give notice of additions or changes in load, and to obtain MEWS' consent for the same, shall render Customer liable for any damage to any of MEWS' lines or equipment cause by the additional or changed installation.
- 23. <u>Standby and Resale Service</u>: All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by MEWS, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
- 24. **Notice of Trouble:** Customer shall notify MEWS immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notice, if verbal, should be confirmed in writing.
- 25. <u>Non-Standard Service</u>: Customer shall pay the cost of any special installation necessary to meet his particular requirements for service other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
- 26. <u>Meter Tests:</u> MEWS shall, at its own expense, make periodical test and inspections of its meters in order to maintain a high standard of accuracy. MEWS will make additional test or inspections of its meters at the request of Customer. If a test made at Customer's request show the meter is accurate within two (2) percent, slow or fast, no adjustment

will be made in Customer's bill, and MEWS' standard testing charge of \$25.00 will be paid by Customer. If the test shows meter to be in excess of two (2) percent, slow or fast, an adjustment shall be made in Customer's bill over a period of no more than thirty (30) days prior to date of such test, and cost of conducting test shall be borne by MEWS.

- 27. <u>Relocation of Outdoor Lighting Facilities:</u> MEWS shall, at the request of Customer, relocate or change existing MEWS-owned equipment. Customer shall reimburse MEWS for such changes at actual cost including appropriate overheads.
- 28. <u>Billing Adjusted to Standard Periods</u>: The demand charges and the blocks set forth in the rates 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 customer 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 are the blocks of energy charges will be adjusted to a basis proportionate with the period of time during which service is extended.
- 29. <u>Billing Adjustments for Water Leaks</u>: As a courtesy, MEWS elects to give our customers a water and sewer adjustment once every 12 months in the event of a leak in which a customer is billed. The credit is limited to one billing cycle in which the leak occurs. In order to obtain a credit for the leak, the customer must bring in a copy of the plumbers' receipt or a receipt from a hardware store where parts have been purchased to repair the leak. The adjustment will credit the customer account the difference between the leak's water/sewer charges and the customers' normal charges. If a customer is on our Smartpay Program, the adjustment will be worked at the end of the month that the adjustment is made.
- 30. <u>12-Month History:</u> A customer may be provided a 12-month consumption history at his/her request. Requests for a monthly history with billing or payment history may be obtained in the office after showing proof of identity. Anyone attempting to obtain a history for buying/selling purposes, such as a Realtor, must provide a Seller's Disclosure signed by the homeowner.
- 31. <u>Scope</u>: This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from MEWS, and applies to all service received from MEWS, whether the service is based upon contract, agreement, signed application or otherwise. A copy of this schedule, together with a copy of MEWS' Schedule of Rates and Charges, shall be kept open to inspection at the offices of MEWS.
- 32. <u>**Revisions:**</u> 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.
- 33. <u>Conflict:</u> In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

Further information may be obtained at the office of Mayfield Electric & Water Systems