

ERWIN UTILITIES

CUSTOMER SERVICE POLICIES

ERWIN UTILITIES
244 Love Street
P. O. Box 817
Erwin, TN 37650-0817
Telephone (423) 743-1820
FAX (423) 743-1833

APPROVED BY ERWIN UTILITIES BOARD
April 23, 2015
(Includes All Revisions Through December 2024)



ERWIN UTILITIES CUSTOMER SERVICE POLICIES

TABLE OF CONTENTS

| <u>Section</u> | | <u>Page</u> |
|----------------|---|-------------|
| 1. | Application and Contract for Utility Services | 1 |
| 2. | Deposits..... | 3 |
| 3. | Connection Charge..... | 6 |
| 4. | Line Extensions..... | 7 |
| 5. | Line Extension for Residential Subdivisions..... | 8 |
| 6. | Policies and Procedures for Sewer Service Extension Utilizing a Low Pressure Sewer System..... | 11 |
| 7. | Service Entrance Requirements | 13 |
| 8. | Service to Individual Mobile Homes & Campers/RVs..... | 14 |
| 9. | Service to Mobile Home Parks | 16 |
| 10. | Underground Service | 18 |
| 11. | Temporary Service..... | 19 |
| 12. | Outdoor Lights for Individual Customers..... | 20 |
| 13. | Bills for Electric, Water, and Wastewater Service | 22 |
| 14. | Disconnection of Service for Nonpayment..... | 24 |
| 15. | Collections | 27 |
| 16. | Charges for Service Calls at Request of Customer | 28 |
| 17. | Facility Relocation at Customer's Request..... | 29 |
| 18. | Permits | 30 |
| 19. | Inspection of Customer's Wiring Installation..... | 31 |
| 20. | Attachments to Erwin Utilities' Poles..... | 32 |
| 21. | Budget Billing Plan and Bank Draft Plan ¹ | 33 |
| 22. | Information to Customers | 35 |
| 23. | Meter Tampering/Power Theft Policy | 36 |
| 24. | Water and Wastewater Fees and Charges..... | 37 |
| 25. | Customers on Life Support Equipment..... | 45 |
| 26. | Billing Adjustments | 47 |
| 27. | Billing Policy for Damage to Erwin Utilities Facilities..... | 49 |
| 28. | Meter Testing | 50 |
| 29. | Authorization to Discharge Septic Tank Waste – Waste Hauler Permit... | 51 |
| 30. | Wastewater Discharge Permit..... | 52 |
| 31. | Erwin Utilities Good Samaritan Funds Disbursement Guidelines..... | 53 |
| 32. | Requirements for Food Service Establishments | 54 |

**ERWIN UTILITIES
CUSTOMER SERVICE POLICIES**

TABLE OF CONTENTS

APPENDIX A

ERWIN UTILITIES SCHEDULE OF RULES AND REGULATIONS

Customer Service Policies are to be applied without regard to race, color, creed, sex, age, national origin, marital status, or religious belief.

SECTION 1. APPLICATION AND CONTRACT FOR UTILITY SERVICES

Utility services purchased from Erwin Utilities shall be sold and distributed to the ultimate consumer without discrimination among consumers of the same class, and no discriminatory rate, rebate, or other special concession will be made or given to any consumer, directly or indirectly.

A. Residential Customers.

All residential customers are required to sign an application form for all utility services. If wastewater service is not available, a copy of the Health Department approved subsurface sewage disposal permit may be requested by Erwin Utilities prior to service application approval.

Customer shall not obtain or attempt to obtain any utility service by use of any fraudulent scheme, device, means or method or to assist any other person in avoiding paying for utility service, either through the making of multiple applications for service at one address, or otherwise. All past due amounts must be paid in full.

All applicants must provide a United States Government issued ID such as Social Security Number, Driver License, and may be required to give employer information as well as spouse's name.

Customers requesting service, which requires the Distributor to install new facilities, may be required to pay a non-refundable contribution in aid of construction as set forth in Section 4 hereof for power line extensions.

Residential Rate – Schedule RS.

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

B. General Power Customers.

All general power customers are required to sign an application form for all utility services. All general power customers with a contract demand greater than 50 kW shall also enter into a power contract for electric service. The usual term of the contract is five (5) years.

Customers requesting service, which requires the Distributor to install new facilities, may be required to pay a non-refundable contribution in aid of construction as set forth in Section 4 hereof for power line extensions.

General Power Rate – Schedule GSA.

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

C. Water and Wastewater Rates.

Water and wastewater rates shall apply to service to all customers. Charges shall consist of the Customer Charge and the User Charge. Outside the corporate limit, the rate shall be fifty percent (50%) higher.

Customers requesting service, which requires the Distributor to install new facilities, will be required to pay non-refundable water and wastewater fees as set forth in Section 24 hereof.

SECTION 2. DEPOSITS

A. Residential Customers.

Cash security deposit policies are to be applied without regard to race, color, creed, sex, age, national origin, marital status, or religious belief.

1. A cash security deposit will be required of any Customer before electric or water/wastewater service is supplied unless applicant is an existing customer and has not been terminated for nonpayment of electric bill and has no more than one (1) late payment in the last consecutive 12-month period. A letter of credit from another utility is not acceptable in lieu of a cash deposit.
2. A renter of residential property must provide a rent/lease agreement signed by the owner/lessor before service with Erwin Utilities is established.
3. Existing residential customers in good standing may use a single deposit on their primary residence to hold multiple electric or street light accounts under the same name, as long as none of said accounts are used for commercial purposes.
4. Credit histories will be reviewed for all Erwin Utilities' customers. Customer will not be charged for obtaining a credit history. Credit histories will not be run arbitrarily, by request, or for any other purpose outside the scope of this policy.
5. Customer with a current commercial account in the Customer's name will not be required to make a cash security deposit if the commercial account has not been terminated for nonpayment of electric bill and has no more than one (1) late payment in the last consecutive 12-month period. Commercial accounts in any name other than Customer's will not be considered even if they are owned or operated by Customer.
6. Deposit requirements for residential service applicants are set according to the following criteria:
 - a. An ONLINE Utility Exchange Report will be run on all new applicants for utility service. The ONLINE Utility Exchange assesses credit risk at the point of application and recommends deposit amounts based upon the level of that risk. The parameters for each risk level has been pre-established by Erwin Utilities. An adverse action letter will be printed and given to each applicant who is denied service or charged a deposit. Should an applicant refuse to allow Erwin Utilities to run a credit check, the maximum initial deposit shall be required before service is permitted.

- b. Applicants who refuse to provide their social security number pose a greater credit risk and shall be charged the maximum deposit.
 - c. Applicants who pose a low credit risk (Green Light on ONLINE Utility Exchange) will not be charged a deposit for any utility service.
 - d. Applicants who pose a minimal credit risk (Yellow Light returned on ONLINE Utility Exchange) will be charged an electric deposit of \$200.00 (not to exceed twice the residential Customer class' highest average monthly bill) plus a water/wastewater deposit of \$50.00, when applicable. (Total Deposit = \$250.00)
 - e. Applicants who pose a substantial credit risk (Red Light returned on ONLINE Utility Exchange) will be charged an electric deposit of \$300.00 (not to exceed twice the residential Customer class' highest average monthly bill) plus a water/wastewater deposit of \$50.00, when applicable. (Total Deposit = \$350.00)
7. All deposits retained longer than twelve (12) months shall earn interest, at passbook rate, from time of payment. Said interest shall be applied as a credit on Customer's bill annually prior to June 30. The deposit balance (including interest earned) as well as the adequacy of such deposit shall be subject to review by the Customer and Distributor.
 8. Upon termination of service, any retained cash security deposit will be applied against unpaid bills of Customer, and if any balance remains after such application, said balance shall be refunded by check to Customer.
 9. Customer may transfer accounts within the Erwin Utilities' service area using the same deposit. If Customer transfers service from current location to a new location, Customer's deposit is transferable to the new location provided all current charges and final bill are paid in full at the current location. No ONLINE Utility Exchange credit check will be required if Customer is in good standing at the time of transfer. However, if Customer's account has declined to an unsatisfactory credit risk, an additional one-time deposit shall be required before service is permitted based on the credit score.
 10. No exceptions to the above mentioned Residential deposit guidelines will be made, except in extenuating circumstances subject to approval by management.

B. General Power Customers

1. Security deposit requirements are to be applied without regard to race, color, creed, sex, age, national origin, marital status, or religious belief.

2. A cash security deposit, surety bond, or irrevocable letter of credit of two times the highest estimated monthly bill will be required of all General Power Customers with electrical power requirements of **less than 50 kW**.
3. A cash security deposit, surety bond, or irrevocable letter of credit of two times the highest estimated monthly bill will be required of all General Power Customers with electrical power requirements of **greater than 50 kW**, except for those accounts that are insured under a Distributor approved Security Deposit Insurance Program.

Customers, who qualify for Insurance Coverage under a Distributor approved Security Deposit Insurance Program, may substitute this Insurance Coverage in lieu of a cash security deposit.

4. All deposits retained longer than twelve (12) months shall earn interest, at passbook rate, from time of payment. Said interest shall be applied as a credit on Customer's bill annually prior to June 30. The deposit balance (including interest earned) as well as the adequacy of such deposit shall be subject to review by the Customer and Distributor.
5. Upon termination of service, any retained cash security deposit will be applied against unpaid bills of General Power Customer, and if any balance remains after such application, said balance shall be refunded by check to Customer.

C. Non-Residential Customers – Water/Wastewater Deposit

1. Security deposit requirements are to be applied without regard to race, color, creed, sex, age, national origin, marital status, or religious belief.
2. A cash security deposit of two times the highest estimated monthly bill will be required of all Non-Residential Customers for water and wastewater service with the minimum cash deposit being no less than \$50.00. A surety bond or irrevocable letter of credit is acceptable and should be in force for one (1) year. A surety bond is renewable every twelve (12) months, and it is the Customer's responsibility to provide an updated bond.

D. No exceptions to the above mentioned General Power Customer deposit guidelines will be made, except in extenuating circumstances subject to approval by management.

SECTION 3. CONNECTION CHARGE

A connection charge will be collected by Distributor before service is connected for a new Customer or for an existing Customer moving to a new location. Said charge will be \$20.00 for electric service, \$15.00 for water service, and \$15.00 for wastewater service on regular workdays between the hours of 8:00 a.m. and 4:30 p.m.

Service connections requested after regular work hours will be \$150.00 for electric and/or water service.

SECTION 4. LINE EXTENSIONS

A. Electric Line Extensions

Primary and/or secondary power lines, either single-phase or three-phase, will be extended to serve new loads provided the following conditions are met.

1. Application for service shall be made on a standard form provided by Erwin Utilities. Information required in the application is necessary for the proper planning of the proposed line extension.
2. Power line extensions will be designed by Erwin Utilities' engineers using the least cost approach and overhead lines.
3. The Customer will be responsible for the cost and expense for all requested line extensions. The charges for the line extension will be paid as a non-refundable contribution in aid of construction before the actual construction begins.
4. Residential customers will receive a credit on the cost of the extension in the amount of:

| | |
|--------------------------|------------|
| Residential | \$1,000.00 |
| Residential all electric | \$1,500.00 |

5. Customers desiring facilities in addition to that which is normally required to provide service must bear the excess cost incident thereto. Any such facilities shall comply with the requirements of Erwin Utilities.

B. Water Line Extensions

Water line extensions must be made in accordance with Erwin Utilities Standard Specifications and Details for Water Distribution System Construction. Customer may be required to pay a non-refundable contribution in aid of construction.

C. Wastewater Line Extensions

Wastewater line extensions must be made in accordance with Erwin Utilities Standard Sewer Specifications and Details for Sanitary Sewer System Construction. Customer may be required to pay a non-refundable contribution in aid of construction.

SECTION 5. LINE EXTENSIONS FOR RESIDENTIAL SUBDIVISIONS

Electric

At the request of the owners and/or developer, Erwin Utilities will extend primary and or secondary power lines, either single-phase or three-phase, to serve a new subdivision provided the following conditions are met.

- A. The Tennessee Department of Environment and Conservation, Division of Ground Water Protection, has approved the subdivision for subsurface sewage disposal systems, if public sewer is not available.
- B. The owner and/or developer must obtain the approval of the Town of Erwin, City of Unicoi, or Unicoi County Planning Commission. After approval of local authorities is obtained, the subdivision plat must be recorded in the county registry, and a copy of the plat must be provided to Erwin Utilities.
- C. The owner and/or developer must meet with Erwin Utilities' Engineering Department to discuss present and future plans.
- D. Overhead and underground construction charges will be on a per lot cost. This cost will be evaluated annually and adjusted accordingly. Charges to extend the power line must be paid before construction by the owner and/or developer.
- E. The owner and/or developer will be responsible to open and close all trenches for all underground electric lines and install conduits to Erwin Utilities' specifications. Conduit sizes will be determined by Erwin Utilities' Engineering Department.
- F. The owner and/or developer is responsible for any expense associated with power line upgrades or extensions to a new subdivision. If the upgrade will benefit Erwin Utilities, condition and age of line and poles will be taken into consideration in the cost of the upgrade.

Water

At the request of the owners and/or developer, Erwin Utilities will connect water lines to serve a new subdivision provided the following conditions are met.

- A. The Tennessee Department of Environment and Conservation, Division of Water Resources, has approved the subdivision for subsurface sewage disposal systems, if public sewer is not available.
- B. The owner and/or developer must obtain the approval of the Town of Erwin, City of Unicoi, or Unicoi County Planning Commission. After approval of local authorities is obtained, the subdivision plat must be recorded in the county registry, and a copy of the plat must be provided to Erwin Utilities.

- C. The owner and/or developer must meet with Erwin Utilities' Engineering Department to discuss present and future plans.
- D. Water line extensions must be designed and constructed in accordance with Erwin Utilities Standard Specifications and Details for Water Distribution System Construction.
- E. Plans for water line extensions must be developed and signed by an engineer registered in the State of Tennessee and a copy provided to Erwin Utilities' Engineering Department. Upon approval by Erwin Utilities' Engineering Department, owner and/or developer's engineer must submit plans to Tennessee Division of Water Resources for state approval.
- F. Owner and/or developer must pay required tap fees and charges associated with said subdivision prior to construction.
- G. Owner and/or developer is responsible for all costs and construction of water line extension in said subdivision. Erwin Utilities will provide necessary inspections during construction to ensure compliance with said specifications.

Wastewater

At the request of the owners and/or developer, Erwin Utilities will connect wastewater lines to serve a new subdivision provided the following conditions are met.

- A. The owner and/or developer must obtain the approval of the Town of Erwin, City of Unicoi, or Unicoi County Planning Commission. After approval of local authorities is obtained, the subdivision plat must be recorded in the county registry, and a copy of the plat must be provided to Erwin Utilities.
- B. The owner and/or developer must meet with Erwin Utilities' Engineering Department to discuss present and future plans.
- C. Wastewater line extensions must be designed and constructed in accordance with Erwin Utilities Standard Sewer Specifications and Details for Sanitary Sewer System Construction.
- D. Plans for wastewater line extensions must be developed and signed by an engineer registered in the State of Tennessee and a copy provided to Erwin Utilities' Engineering Department. Upon approval by Erwin Utilities' Engineering Department, owner and/or developer's engineer must submit plans to Tennessee Division of Water Resources for state approval.
- E. Owner and/or developer must pay required tap fees and charges associated with said subdivision prior to construction.
- F. Owner and/or developer is responsible for all costs and construction of wastewater line extension in said subdivision. Erwin Utilities will provide

necessary inspections during construction to ensure compliance with said specifications.

SECTION 6. POLICIES AND PROCEDURES FOR SEWER SERVICE EXTENSION UTILIZING A LOW PRESSURE SEWER SYSTEM

A. General Low Pressure Sewer System Policy

Erwin Utilities shall extend, or allow others to extend, its sanitary sewer system through the use of a low pressure sewer system (LPSS) according to the terms and conditions of its policies and procedures. Extension of its sewer infrastructure utilizing a low pressure sewer system, and service therefrom, may be accomplished at the initiative of Erwin Utilities or, with its consent, by allowing others to extend such facilities and services. When other parties are involved in such extensions, they will be guided by this policy and other applicable policies and agreements of Erwin Utilities and ordinances of the Town of Erwin, Tennessee.

B. Low Pressure Sewer System Extension

The extension of the Erwin Utilities sewer collection system utilizing a low pressure sewer system may consist of pump stations, force mains, control valves and other appurtenant equipment as appropriate located within public rights-of-ways and/or easements held by Erwin Utilities with all materials, equipment and appurtenances in accordance with Erwin Utilities Standard Sewer Specifications and Details for Sanitary Sewer System Construction.

The extension of an individual sewer service connection utilizing a low pressure system, which will connect to an existing force main or gravity sewer line owned by Erwin Utilities, will consist of an individual pump unit at a location approved by Erwin Utilities on the private property of the individual sewer customer, a gravity service line extending from the residential or commercial building being served to the pump unit, a pressure service line extending from the pump unit to a public force main or gravity sewer line owned by Erwin Utilities and located within a public right-of-way or easement held by Erwin Utilities, and all appurtenances, including a backflow preventer and ball valve on the service line at the property line/public right-of-way or easement, which is the point of connection into the Erwin Utilities sewer system. A pump unit consists of a prefabricated wet well structure that contains a mechanical sewer pump, associated electrical and control equipment and all appurtenances for a complete operable package unit in accordance with Erwin Utilities specifications and standards, and requiring external piping and electrical connections. The use of duplex pump stations and the tap fee to do-so shall be considered on a case by case basis for commercial and/or multi-unit developments.

C. System Ownership/Installation

A low pressure sewer collection system to serve multiple properties in residential or commercial developments will be installed in public rights-of-way and/or easements granted to Erwin Utilities for such purposes. Ownership of such a system will be transferred to Erwin Utilities after its construction is completed by a separate party and it is accepted by Erwin Utilities in accordance with their policies and procedures for such acceptance and transfer of system ownership. In addition to the pumps, pipes and appurtenances that constitute a low pressure sewer collection system serving multiple properties, a service line shall be extended from the public force main or gravity sewer line as applicable to the property line of each land parcel, or living unit as applicable, to receive sewer service in the future, such service lines to be extended at the time of initial system construction and prior to acceptance of the system by Erwin Utilities.

With an individual low pressure sewer service within a residential or commercial development to include a single property within such development, the service lines and appurtenances from the residential or commercial building to the pump unit and from the pump unit to the property line will be installed and owned by the property owner. With an individual low pressure sewer service to a single property not within a residential or commercial development, the service lines and appurtenances from the residential or commercial building to the pump unit and from the pump unit to the property line will be installed and owned by the property owner. The service line from the public sewer line (force main or gravity line) will be installed and owned by Erwin Utilities to the property line of each property being served.

In all service connections, the initial pump unit will be installed by Erwin Utilities. The property owner will pay to Erwin Utilities the cost of the initial pump unit at the time other service connection fees and charges are paid for sewer service. The property owner will provide electric service to the pump unit from the residential or commercial building receiving service. The pump unit will be owned by Erwin Utilities with an indemnification agreement between Erwin Utilities and the property owner releasing Erwin Utilities from any liability for the installation, operation and maintenance of the pump unit.

In the event of operational failure of the pump unit due to mechanical or electrical equipment failure or any reason other than a temporary power outage, the property owner will contact Erwin Utilities requesting an emergency service call for repair or replacement of the pump unit. Erwin Utilities will respond to such a call as soon as possible to repair or replace the pump unit as Erwin Utilities deems appropriate. The property owner will pay a pump maintenance fee that will be in addition to the monthly sewer usage bill. The purpose of this fee will be to cover the costs of repairing or replacing the pump units. The fee will be paid as part of the normal sewer usage bill. Failure to render payment will also be applicable to Erwin Utilities Customer Service Policies for such non-payment of a sewer usage bill.

SECTION 7. SERVICE ENTRANCE REQUIREMENTS

- A. The customer will furnish and install a standard UL Listed meter base. Standard meter bases include 100 amp, 200 amp, and 400 amp. Erwin Utilities' Engineering Department will determine the best practical location for the meter base.
- B. Service entrance shall meet the requirements of the National Electric Code.
- C. 2½" rigid conduit shall be the minimum conduit size required for the service mast when it is used as the point of attachment.
- D. Meter bases shall not be installed indoors. Meter base shall be installed between 4' and 5' above final grade.
- E. Customer shall grant Distributor access to the meter at all times.
- F. Erwin Utilities will furnish and install current transformer metering for all large services that cannot be metered by standard self-contained metering. Customer may be required to furnish a suitable current transformer cabinet for housing the current transformers.
- G. Three-wire service entrances are required on all services except by special permission of Erwin Utilities.
- H. The minimum requirements for residential service entrances shall not be less than code requirements and in no case less than:
 - 100 amps for all electric service, except electric heating,
 - 200 amps for all electric service, including electric heating.
- I. Erwin Utilities shall not provide a new service to any mobile home, house, or other structure that is located under a power line, including primary, secondary, or service drops.

**SECTION 8. SERVICE TO INDIVIDUAL MOBILE HOMES
& CAMPERS/RVs**

- A. An individual mobile home, which has its wheels removed and is on a permanent foundation located on a parcel of property owned by the Customer requesting service, will be considered a permanent Customer and will be served on the same basis as other new homes.
- B. An individual mobile home which does not meet all of the above requirements will be considered a temporary Customer and will be required to bear the expense of providing service to said mobile home.
- C. An individual mobile home, permanent or temporary, will be required to install a new treated service pole before service will be provided. This applies to existing service poles that have to be replaced. *Used poles, locust poles or treated 6X6 post are not acceptable.*

D. Charges for poles or installation of mobile home service:

| | |
|--|-------------------|
| 20 ft. Trailer Service Pole | \$65.00 plus tax |
| 20 ft. Trailer Service Pole Installation (Pole, labor, and equipment) | \$525.00 |
| 25 ft. Trailer Service Pole | \$80.00 plus tax |
| 25 ft. Trailer Service Pole Installation (Pole, labor, and equipment) | \$550.00 |
| 30 ft. Trailer Service Pole | \$105.00 plus tax |
| 30 ft. Trailer Service Pole Installation (Pole, labor, and equipment) | \$575.00 |

E. Charges for ground rods, guy wire and anchor kits and installation fees:

| | |
|---|------------------|
| Guy Wire and Anchor Installation (Materials, labor, and equipment) | \$280.00 |
| Guy Wire and Anchor Kit Only | \$56.10 plus tax |
| Ground Rod Installation (Materials, labor, and equipment) | \$60.00 |
| Ground Rod Kit Only | \$21.24 plus tax |

Campers/RVs

- F. A camper/RV used as a primary residence will be classified as a Residential account.
- G. A camper/RV not used as a primary residence will be classified as a General Power account.
- H. All deposits as outlined in Section 2 – DEPOSITS will apply.
- I. Customer or owner will be responsible for the cost and expense for line extension or cost to provide electric service to camper/RV.

SECTION 9. SERVICE TO MOBILE HOME PARKS

Two or more mobile homes located on the same parcel of land shall be considered a mobile home park.

At the request of the owners and/or developer, Erwin Utilities will extend primary and or secondary power lines, water lines, and wastewater lines provided the following conditions are met.

- A. Owner / Developer must provide a copy of the Mobile Home Park plans that have been prepared by a registered professional engineer or licensed surveyor. Plans must show the general layout, all proposed utilities, and all existing utilities. Plans must be a minimum sheet size of 18" x 24" suitable for reproduction. At the Owner's / Developer's request, Erwin Utilities' Engineering Department will assist in the development of the utility plans. Water line extensions must be made in accordance with Erwin Utilities Standard Specifications and Details for Water Distribution System Construction. Wastewater line extensions must be made in accordance with Erwin Utilities Standard Sewer Specifications and Details for Sanitary Sewer System Construction.
- B. If wastewater service is not available, a copy of the Health Department approved subsurface sewage disposal system must be provided to Erwin Utilities.
- C. Owner / Developer shall furnish, install, own, and maintain all electrical facilities beyond the first point of attachment to the first pole or pedestal from the Distributor's transformer station. Distributor will install and maintain electrical facilities at the Owner / Developer's request and expense. If a power line extension is required, the Owner / Developer will be responsible for the cost to extend the power line. The cost for the power line extension will be paid as contribution in aid of construction before the actual construction begins.
- D. Mobile home park unit numbers must be posted on the meter base and on the end of the mobile home nearest the meter base.
- E. Mobile home parks that are served by overhead service will be required to install new treated poles. This also applies to existing service poles that have to be replaced. Pole heights will be determined by Erwin Utilities' Engineering Department. ***Used poles, locust poles or treated 6X6 post are not acceptable.***
- F. Each mobile home shall have a separate water tap / meter and service line. Water meters will be located at each lot or mobile home space. Exact meter location will be determined by Erwin Utilities' Engineering Department. Water line extensions must be made in accordance with Erwin Utilities Standard Specifications and Details for Water Distribution System Construction. Water line extensions will be installed in public rights-of-way and/or easements granted to Erwin Utilities for such purposes.

- G. Each Mobile Home shall have two (2) cutoff valves. One must be installed outside of the water meter box and the other under the mobile home that is accessible for operation. One tapping fee shall be paid for each lot or mobile home space.
- H. Each Mobile Home shall have a separate wastewater service line with clean outs located at each bend and every 50' in straight sections of pipe. One tapping fee shall be paid for each lot or mobile home space. Wastewater line extensions must be made in accordance with Erwin Utilities Standard Sewer Specifications and Details for Sanitary Sewer System Construction.
- I. All wastewater and field lines shall have a minimum horizontal separation of 10 feet from any existing or proposed water line. The distance will be measured from each edge of each trench.
- J. Erwin Utilities must inspect the installation of all electric, water, and wastewater lines before trenches are closed.
- K. Erwin Utilities shall have the right to inspect any or all of the electric, water, and wastewater lines at any time for safety and or potential problems.

SECTION 10. UNDERGROUND SERVICE

- A. Underground service will be installed at the Customer's request. The charges for the underground service will be calculated in the same manner as an overhead line extension, and the same credits to construction will apply as well.
- B. The Customer will be responsible for opening and closing the trench for the underground service.
- C. The Customer will be responsible to follow Erwin Utilities' specifications regarding the installation of underground electric service.
- D. The Customer shall furnish and install the appropriate size conduit from the pole or pad mount transformer to the meter base for the underground service. Erwin Utilities' Engineering Department will determine the appropriate conduit size.

You are required to "Call 72 Hours Before You Dig" for underground line location.

Tennessee One Call 1-800-351-1111
or 811

SECTION 11. TEMPORARY SERVICE

Customer shall pay the following as Contribution in Aid of Construction.

- A. If only meter and service drop are required: \$ 200.00 plus \$0.50 per foot of service drop in excess of 100 feet plus the current electric connection fee.
- B. Customers desiring facilities in addition to that which is normally required to provide service must bear the excess cost incident thereto. Any such facilities shall comply with the requirements of Erwin Utilities.

Temporary service, not used for/or in conjunction with a permanent residential or permanent general power service, that requires the installation of a transformer will be charged \$300.00 for the installation and removal of the transformer.

Temporary service, not used for/or in conjunction with a permanent residential or permanent general power service, that requires the installation of additional facilities such as secondary and/or primary will be charged \$200.00 for the meter and service drop plus the estimated unrecoverable cost of the additional facilities. Unrecoverable cost is the total cost of installation, plus cost of removal, less value of removed material and equipment.

- C. Contribution in Aid of Construction is not refundable.
- E. Deposit requirements shall not be less than those required of regular Customers.
- E. A connection charge of \$50.00 will be collected by the Distributor for a customer requesting temporary water access from a fire hydrant. In addition, the gallons used shall be billed at the normal outside water rate.

SECTION 12. OUTDOOR LIGHTS FOR INDIVIDUAL CUSTOMERS

- A. Erwin Utilities will install outdoor lights for individual Customers.
- B. Before light is installed, Customer must sign a Private Outdoor Light Agreement form for an initial term of five (5) years. Leased lighting also requires a five (5) year agreement.
- C. See current outdoor lighting rate charge for types and sizes of lights, which are available.
- D. Current outdoor lighting rates are based on the assumption that an existing pole can be used to hang the light.
- E. If Erwin Utilities has to install one or more poles for the light, the Customer shall pay a monthly rental fee per pole. For leased lighting Customers, monthly pole charges will be determined by Erwin Utilities and included in the total monthly lease.
- F. Erwin Utilities will not install an outdoor light on anything other than a wood pole owned or rented from the Utilities except as set forth below.
- G. In the event additional facilities other than poles are required exclusively for outdoor lighting, such as transformer, anchor, etc., the monthly charge for such facilities shall be computed and the Customer so advised, for his approval, before any lighting facilities are installed.
- H. Erwin Utilities will not install outdoor light poles where our digger derrick will not operate, such as inaccessible or rough locations, rock holes, etc., unless the Customer is willing to pay for the additional installation and removal cost incurred in these installations before construction begins.
- I. Temporary customers and tenants applying for the installation of outdoor lights shall be required to pay an installation charge to Erwin Utilities before the light is installed of \$125.00 per light, which is to cover the cost of installing and removing said light. No refund shall be made when light service is terminated.
- J. Erwin Utilities will replace burned out lamps as quickly as possible during regular working hours. Customer may be billed for replacement of lamps and related glassware if broken due to vandalism.
- K. When outdoor lights are turned off, the light and any other applicable facilities such as pole, wire, etc., will be removed, unless lights are turned back on within a short period of time.

- L. There is a \$35.00 service charge for turning off outdoor lights at the Customer's request. This price includes turning the outdoor light back on. (Example: During Christmas Holidays.) Monthly security light rental fee will continue while disconnected.

SECTION 13. BILLS FOR ELECTRIC, WATER, AND WASTEWATER SERVICE

- A. Bills will be rendered monthly and shall be paid at the office of Distributor; by bank draft (customer must sign an authorization form at office of Distributor and present a voided deposit slip for purpose of obtaining correct bank information); by telephone at 423-743-1820; or on-line at www.e-u.cc.
- B. Failure to receive bill will not release Customer from payment obligation.
- C. The due date for payment of the bill will be not less than fifteen (15) days after the day the bill is mailed to the Customer.
- D. Payments made after the due date will be subject to a late payment charge. The late payment charge will be computed as a charge of five percent (5%) on the first \$250.00 of the unpaid portion of the electric bill, plus one percent (1%) of the unpaid portion exceeding \$250.00, excluding other charges and sales tax.
- E. Should the due date of bill fall on Saturday, Sunday, or a holiday for Erwin Utilities' employees, the business day next following the due date will be held as a day of grace for delivery of payment.
- F. Remittances received by mail will not be subject to a late charge provided the postmark on the envelope is no later than the due date.
- G. Late payment charges will be added to accounts after mail is received and receipts posted the day after due date (including weekends and holidays). A late payment charge can be removed from an account one time annually if requested by the Customer and must be authorized by management.
- H. A reconnection charge plus all past due amounts will be collected by Distributor before service is restored after termination for nonpayment. Said charge will be \$50.00 on regular workdays between the hours of 8:00 a.m. and 4:30 p.m. and \$175.00 any other time.
 - 1. There is no guarantee for same day reconnection after 2:00 p.m.
 - 2. No meters will be turned back on after 9:00 p.m.
 - 3. If Customer does not have a deposit and is disconnected for nonpayment, the deposit requirement is increased to the maximum deposit.
 - 4. If Customer currently has a deposit and is disconnected for nonpayment, the deposit requirement is increased to the maximum deposit.
 - 5. If Customer is disconnected for nonpayment, an individual who is residing at the residence at time of disconnection shall not have power restored until the following requirements are met:

- a. Bill paid in full to Distributor; and
 - b. Reconnect fee paid to Distributor.
-
- I. A returned check charge of \$30.00 will be made to Customer for each check returned for insufficient funds. Returned checks are to be picked up within 24 hours of notice or will be subject for disconnection.
 - J. Returned checks for payment of service disconnected for nonpayment or deposits will be subject to disconnection without further notice by Distributor.
 - K. If a Customer has two (2) returned checks, Erwin Utilities will no longer accept payment by check for the Customer for twelve (12) consecutive months.
 - L. For Customers with hardship or other special extenuating circumstances, special payment arrangements may be made available.

SECTION 14. DISCONNECTION OF SERVICE FOR NONPAYMENT

- A. The monthly bill will serve as the only billing notice for current charges and will reflect any delinquent amounts. Accounts with delinquent amounts are subject to termination for nonpayment. Customer's service may be disconnected after attempting to notify the Customer.
- B. The Distributor will notify delinquent Customers of pending disconnection on the subsequent monthly bill, including the Customer's rights and remedies for bill reviews and disputes. The Distributor will also attempt to notify Customer by phone, if telephone number is available, of pending disconnection and available rights and remedies. It is the responsibility of the Customer to ensure that updated phone numbers are provided to the Distributor for such delinquency notices.
- C. If Customer does not make payment, notify Distributor of dispute of bill, or make other arrangements acceptable to Distributor by last date for payment, Distributor will proceed on schedule with termination.
- D. Hearings on disputed bills must be requested in writing at Distributor's office between the hours of 8:00 a.m. and 4:30 p.m. on any business day, or by special request and appointment, a hearing may be scheduled outside said hours. Hearings will be held within 48 business hours of written request. Failure of Customer to appear at scheduled hearing will not prevent termination of service.
- E. A Customer requesting a hearing has the right to examine Distributor's records pertaining to that Customer's service.
- F. A Customer requesting a hearing has the right to have a representative at the hearing to testify and to present witnesses.
- G. Hearings will be conducted by a Hearing Officer duly appointed by the Distributor.
- H. The Hearing Officer will hear the evidence, render a decision in writing, and shall promptly provide the Customer a copy of such decision.
- I. If the Customer believes the decision of the Hearing Officer is in error and requests an appeal hearing by noon of the next following business day, or if the Hearing Officer desires to refer the matter to a higher level, a hearing will be conducted by an Appeals Officer duly appointed by the Distributor. The Appeals Officer will hear the evidence and render a final decision in writing and shall promptly provide the Customer a copy of such final decision.
- J. The Customer has the right to a post termination hearing under the above procedures if there was no hearing before termination, if Customer requests such post termination hearing within three (3) business days following such termination.

- K. The Customer's service will not be terminated until an appropriate decision is reached under F. through J. above.
- L. A copy of the above hearing and appeal procedures will be posted in the Distributor's office at the immediate location where Customers bills are paid.
- M. Upon written request of Customer having a valid need, the Distributor will record the name of a third party to be given prior notification if the Customer's service is to be disconnected.
- N. Customer shall be charged for reconnection of service in accordance with Section 13.H.
- O. No charge will be made for permanent disconnection of service. Requests for permanent disconnection must be made in person at Erwin Utilities or by written request.
- P. Erwin Utilities evaluates weather conditions daily at www.weather.com for Erwin, TN 37650, and in the event that the forecasted temperature is not expected to exceed 32 degrees (F) on that day, Erwin Utilities will not discontinue service of residential customers for non-payment. In the event that the forecasted temperature is expected to exceed 100 degrees (F) on that day, Erwin Utilities will not discontinue service of residential customers for non-payment. During said events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the customer's next due date, whichever comes first. Erwin Utilities reserves the right to disconnect a Customer in an extreme circumstance due to a previous arrangement in which a Customer failed to fulfill an agreement.
- Q. Upon approval of a medical hardship form, disconnection of service will be postponed for up to 5 days from the original schedule disconnection date to allow Customer adequate time to make the payment or arrange for other living arrangements. The medical hardship form must be completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee, certifying that the disconnection of electric service would create a fatal/life-threatening medical situation for the customer or other permanent resident of the Customer's household. It is the responsibility of the Customer to ensure that the form has been approved by the Distributor. A life-threatening medical condition does not relieve a customer of the obligation to pay for rendered services, including any late penalties incurred or other applicable charges. The Distributor will only grant this postponement for termination one (1) time in a twelve-month period. If full payment of the past due amount, including all late penalties and applicable charges, is not received by the end of the 5-day postponement period, service(s) will be disconnected without further notice.

- R. 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 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.

SECTION 15. COLLECTIONS

- A. Erwin Utilities will endeavor to notify Customer of delinquent accounts before service is discontinued. Customer Serviceman is not allowed to collect monies in the field.

- B. If employee has made a special trip to notify Customer of delinquent accounts, Customer shall be charged a collection fee of \$25.00.

- C. Payment of bill by check to avoid termination of service may not be accepted if Customer has a history of two (2) returned checks.

**SECTION 16. CHARGES FOR SERVICE CALLS
AT REQUEST OF CUSTOMER**

- A. Residential service calls will be made at the Customer's request. Service calls will be considered part of customer service; however, repairs made to the Customer's equipment shall be billed to Customer at actual cost of labor, material, and equipment.
- B. If service call is made at the request of a commercial or industrial Customer and the trouble is found to be on the Customer's equipment, Customer will be charged for the actual cost of the trip plus cost of any materials used.
- C. Customer shall be required to pay a \$25.00 test charge if he requests his electric or water meter to be tested. If meter is found to be accurate within $\pm 2\%$, the test charge of \$25.00 will not be refunded to Customer. (Refer to Section 28 on Meter Testing.)
- D. Charges for service disconnection requested by the Customer for repairs or maintenance shall be as follows:
1. Disconnection on regular time – Reconnection on overtime:

| | |
|--------------------------------|----------------|
| By electric and/or water meter | \$100.00 Total |
| At weatherhead or pole | \$150.00 Total |
 2. Disconnection and Reconnection on overtime:

| | |
|--------------------------------|----------------|
| By electric and/or water meter | \$120.00 Total |
| At weatherhead or pole | \$300.00 Total |
- E. Any Customer requesting service reconnection must comply with the requirements of D above.
- F. There will be a charge of \$50.00 for the initial testing of a backflow preventer. Any additional testing or materials required for repair will be billed at actual cost plus overhead.

SECTION 17. FACILITY RELOCATION AT CUSTOMER'S REQUEST

A. Moving Poles

If a Customer requests the relocation of a pole or poles, the Customer shall pay the entire cost of moving the pole or poles.

Erwin Utilities' Engineering Department will determine if the pole or poles requested can be moved.

In very special cases where, in the opinion of the Distributor, the request is reasonable, Erwin Utilities may pay all or part of the cost of moving a pole or poles.

B. Relocation of Water Meter or Wastewater Tap

If a Customer requests the relocation of a water meter or wastewater tap, the Customer shall pay the entire cost of the relocation. This cost will not exceed the cost of a new water or wastewater tap.

SECTION 18. PERMITS

- A. All new homes, including mobile homes and other buildings, located inside the city limits (Town of Erwin and Town of Unicoi) must obtain a building permit and a Certificate of Occupancy from the Town of Erwin before permanent electric service is connected.

All new electric services must obtain all required State and county permits and inspections before permanent electric service is connected (wiring, building, plumbing, etc.).

A separate rough-in and final permit is required on heat pump, wastewater pump, and water well installations.

- B. Wiring permits are issued only to those who are registered with the State of Tennessee, Department of Commerce and Insurance.
- C. Any person may perform electrical work (for which an inspection is required) upon his own residence provided he first applies for and obtains a property owner's electrical permit. This permit shall extend to the applicant and members of his immediate family only; and shall not authorize assistance by any other person not duly registered in accordance with Tennessee Code Annotated, Section 68-17-150. A property owner's permit shall automatically expire upon completion of the work for which the permit was issued. All work done under such permit shall be subject to regular inspection requirements and fees, and other applicable laws and regulations. Only one property owner's permit may be obtained within a twelve-month period, unless the property owner can establish loss of his home by fire, windstorm, etc.
- D. Identification is or shall be required to prevent homeowner permits being obtained under false pretenses.
- E. Any Customer who requests to have his or her service disconnected to do a service upgrade or rewiring or anything other than minor repair work, such as replacement of lamps or connection of portable devices to suitable receptacles which have been permanently installed, must purchase a wiring permit and make necessary arrangements with the State Electrical Inspector to have this work inspected prior to service reconnection by Erwin Utilities. Service reconnection must be made during regular work hours unless Customer agrees to pay all reconnection charges as set forth in Section 16.D.

SECTION 19. INSPECTION OF CUSTOMER’S WIRING INSTALLATION

- A. An inspection shall be required of the Customer’s wiring installation. The inspection shall be made by the authorized State Electrical Inspector of the Division of Fire Prevention, Department of Commerce and Insurance, State of Tennessee. In no case shall an employee of the Distributor make the inspection for the State of Tennessee. The Distributor shall have the right to inspect if unsafe conditions are found.

A minimum of two (2) inspections shall be required on wiring installed within or on public and private buildings or other structures. The installer shall notify the State Electrical Inspector in writing whenever any part of a wiring installation is to be hidden from view by insulation or the permanent placement of part of the building. No wiring or raceways shall be concealed until it has been inspected and approved by the inspector. A final inspection shall be requested upon completion of the entire electrical installation.

- B. A “final” electrical inspection shall be made before a meter is installed at a new location. Services may have a meter installed prior to the “final” inspection, provided a service release permit has been purchased and an inspection has been completed by the State Electrical Inspector. This does not relieve the Customer from the “final” inspection requirement.
- C. It is the responsibility of the Customer to call the State Electrical Inspector for inspection.
- D. The Customer shall pay for the inspection permit.
- E. An inspection shall be required for additions to old or existing wiring.
- F. An inspection shall be required of old wiring if there is reason to question its safe condition or if the account has been vacant for a period of twelve (12) months or longer.
- G. Before permanent service is connected to new or remodeled buildings inside the Town of Erwin or the Town of Unicoi, Erwin Utilities must be provided a copy of the Town of Erwin or Town of Unicoi’s Certificate of Occupancy.

SECTION 20. ATTACHMENTS TO ERWIN UTILITIES' POLES

Erwin Utilities will not allow foreign attachments to its poles or other facilities except authorized attachments by telephone companies, cable companies, TVA, and other approved entities. An annual attachment fee shall be paid to Erwin Utilities for each pole with an attachment.

SECTION 21. BUDGET BILLING PLAN AND BANK DRAFT PLAN

- A. The purpose of the Budget Billing Plan is to provide residential Customers with a method of paying their monthly utility bills based on the average of their last twelve-month's billing plus any adjustments for rate increases which have occurred during that twelve-month period.
- B. This plan is available upon request to all residential Customers who have been receiving service at their present location for at least twelve (12) months. Requests for information may be made by visiting the Erwin Utilities website at www.e-u.cc, in person at the office of the Distributor, by phone, by email, or by mail.
- C. A Customer must have no more than one late payment in the last a consecutive twelve (12) month period before being allowed to participate in the Budget Billing Plan.
- D. Late payments may result in removal from the Budget Billing Plan.
- E. A customer *that has been removed* from the Budget Billing Plan must have no more than one (1) late payment in the last consecutive twelve (12) month period before being allowed to participate again in the Budget Billing Plan.
- F. Budget Billing Plan Customer accounts, as provided by Distributor billing company, will be reviewed monthly.
- G. The purpose of the Bank Draft Plan is to provide Customers with the convenience of having their utility charges automatically drafted from their bank account each month. The draft date each month will be within three (3) days of the due date.
- H. The Bank Draft Plan is available upon request to all current Customers that have had no more than one (1) check returned for insufficient funds in the last consecutive twelve (12) month period.
- I. Requests for the Bank Draft Plan may be made by going to the Erwin Utilities website at www.e-u.cc, in person at the office of the Distributor, by phone, by email, or by mail. A completed Bank Draft Plan Form is required along with bank account verification, (cancelled check, deposit slip, bank verification of account).
- J. If a Customer elects to terminate the Bank Draft Plan, the Customer must complete a termination agreement located on the Bank Draft Form. A form is available at the Distributor website at www.e-u.cc, and at the office of the Distributor. The completed form may be submitted in person at the Distributor office, submitted by email, by fax, or by mail.

- K. If a Customer requests a draft *NOT* to occur, the Customer may be taken off the Bank Draft Plan, and payment will be required by the due date.
- L. After two (2) returned drafts by a financial institution, the Customer will no longer be eligible for the Bank Draft Plan for twelve (12) consecutive months.

SECTION 22. INFORMATION TO CUSTOMERS

Information is available for the purpose of conservation, fairness, and improved communication between Distributor and Customer.

- A. Distributor will make available to Customers, upon application for service and at other times upon request, information on the following:
 - 1. Current service practice policies;
 - 2. Current rates applicable to such Customer and a written and/or oral explanation of the rate schedule.

- B. Upon request, a Customer will receive a statement of such Customer's monthly kWh consumption for the prior twelve-month period. If Customer requests billing history beyond twelve (12) months or for multiple accounts in their name, the Customer will be provided with an estimate to reproduce requested information. If request is made for a statement of monthly consumption for an account other than the customer of record, the person must make a request for information under the State of Tennessee Open Records Law.

- C. Requests for information may be made in person at the office of the Distributor, by phone, or by mail.

- D. Customers shall be notified of the availability of rate schedule, Distributor policies, and consumption information by the most practicable combinations of:
 - 1. Erwin Utilities' website: www.e-u.cc
 - 2. Public displays in each location where Customers' bills are paid
 - 3. Advertisements in local newspaper
 - 4. Public service announcements on radio

- E. Customers shall be notified of any proposed significant changes in Distributor's rates and/or policies at least thirty (30) days prior to implementation of such change by the most practical means below:
 - 1. Erwin Utilities' website: www.e-u.cc
 - 2. Mail
 - 3. Newspaper advertisement
 - 4. Public service announcements on radio
 - 5. Public displays in each location where Customers' bills are paid

SECTION 23. METER TAMPERING/POWER THEFT POLICY

It is unlawful and dangerous for individuals other than authorized Erwin Utilities' representatives to connect or disconnect electrical service or otherwise tamper with electric meters.

Upon discovery of any unauthorized connection, reconnection, or meter tampering, Erwin Utilities may disconnect service without notice, and the Customer will be required to pay a Fifty Dollar (\$50.00) reconnection fee. In addition, upon discovery of any unauthorized reconnection or evidence of meter tampering, Erwin Utilities will investigate the circumstances of the reconnection/tampering and may obtain a warrant for the Customer of record or responsible occupant for theft of service.

Upon discovery of any unauthorized reconnection or evidence of meter tampering, the Customer of record will be charged a minimum investigation fee of One Hundred Dollars (\$100.00). If Erwin Utilities determines that neither the Customer of record nor any beneficiary of the power served through the reconnected/tampered meter was responsible for the reconnection/tampering, then the Customer of record will be relieved of the investigation fee. If Erwin Utilities' investigation determines otherwise or is unable to determine the person(s) responsible, the Customer of record will be charged for Erwin Utilities actual damages resulting from the reconnection/meter tampering (including investigation costs exceeding the minimum investigation fee). In all cases of reconnection/tampering, service will not be restored until all Erwin Utilities charges have been paid.

If it is determined that power was used and not metered through some act intended to obtain power without paying for it, Erwin Utilities will disconnect service without notice; contact the appropriate law enforcement authorities; may obtain a warrant for the Customer of record or responsible occupant for theft of service; and conduct a full investigation into the possible theft. If Erwin Utilities determines that either the Customer of record or any user or occupant of the location served benefited from the theft of power, said Customer of record must pay the minimum investigation fee of \$100.00 plus the entire cost of the investigation and the estimated value of power illegally obtained before service will be restored. The cost of investigation may include labor, materials, outside investigative assistance, and legal services.

In all cases under investigation by Erwin Utilities, the Customer of record may not be changed unless: (1) The new Customer of record assumes responsibility for all charges and damages resulting from the reconnection/tampering or the theft of power, or (2) Erwin Utilities determines that the prior beneficiary (ies) of the power supplied will not benefit through a reconnection.

SECTION 24. WATER AND WASTEWATER FEES AND CHARGES

A. Water Fees and Charges

1. Administrative Fees: Fees to cover the various administrative costs of obtaining water service for residential and commercial developments and industrial facilities shall be as follows:

| | |
|--------------------------|--|
| Service Availability Fee | \$300.00 each for water |
| Plans Review Fee | \$250.00 each for water |
| Field Inspection Fee | \$100.00 minimum plus \$50.00 for each inspection |

2. Commitment Fee: A non-refundable fee in the amount of \$100.00 per lot or unit shall be paid by the applicant prior to the approval of the plans for the water facilities to be constructed by the applicant to cover the reservation of the water system capacity until such time as the water facilities are constructed by the applicant and accepted by Erwin Utilities for service. The commitment to reserve the system capacity shall expire at the end of 12 months and may be renewed by the applicant for an additional 12 months without an additional fee. If the applicant has not commenced construction of any of the required system facilities at the expiration of the second 12 month period, the commitment shall expire or may be renewed at the sole discretion of Erwin Utilities for an additional 12 months with a second payment of the commitment fee by the applicant. If significant construction progress of the required water system facilities is interrupted for more than 12 months, Erwin Utilities may terminate the capacity commitment without notice.
2. Tap Fees: These fees are to cover the costs of installing a water tap of the appropriate size and include the associated administrative costs. For taps 2 inches and larger, the cost to install water main or service line to the right of way shall be considered additional and shall be calculated on a case by case basis based on length, road boring, TDOT permit fees, and costs for pavement repairs. Erwin Utilities does not finance water tapping fees.

WATER TAP FEES

| Meter Size | Inside Corporate Limit | | | Outside Corporate Limit | | |
|------------|------------------------|--------------|-----------------|-------------------------|--------------|-----------------|
| | Tap Fee | Capacity Fee | Total Tap Fee | Tap Fee | Capacity Fee | Total Tap Fee |
| 3/4" | \$675 | \$125 | \$800 | \$1,000 | \$125 | \$1,125 |
| 1" | \$825 | \$230 | \$1,055 | \$1,250 | \$230 | \$1,480 |
| 1-1/2" | \$1,325 | \$450 | \$1,775 | \$2,000 | \$450 | \$2,450 |
| 2" | \$1,675 | \$550 | \$2,225 | \$2,500 | \$550 | \$3,050 |
| 3" | \$4,475 | \$1,000 | \$5,475 | \$6,700 | \$1,000 | \$7,700 |
| 4" | \$7,000 | \$1,000 | \$8,000 | \$10,500 | \$1,000 | \$11,500 |
| 6" | \$9,200 | \$1,000 | \$10,200 | \$13,800 | \$1,000 | \$14,800 |
| 8" | \$12,000 | \$1,000 | \$13,000 | \$18,000 | \$1,000 | \$19,000 |

FIRE AND SPRINKLER SYSTEM TAP FEES

| Line Size | Inside Corporate Limit | | | Outside Corporate Limit | | |
|-----------|------------------------|--------------|----------------|-------------------------|--------------|----------------|
| | Tap Fee | Capacity Fee | Total Tap Fee | Tap Fee | Capacity Fee | Total Tap Fee |
| 4" | \$2,200 | \$1,000 | \$3,200 | \$3,300 | \$1,000 | \$4,300 |
| 6" | \$2,600 | \$1,000 | \$3,600 | \$3,900 | \$1,000 | \$4,900 |
| 8" | \$3,000 | \$1,000 | \$4,000 | \$4,500 | \$1,000 | \$5,500 |

4. New buildings for multiple-occupancy use shall have a separate water meter and service line for each dwelling, commercial, or industrial unit, and one tapping fee shall be paid for each unit. However, if owner/developer requests water service for a group of units through one master meter, it may be permitted provided one tapping fee is paid for each unit. The owner and each individual unit will be billed a monthly water customer charge. The owner will be billed for the actual cost of the water usage.

5. An existing single-occupancy building which is converted into a multiple-occupancy building shall be treated the same as a new building concerning water service and tapping fees unless such building has adequate plumbing facilities for said multiple-occupancy use without revision.

6. At Erwin Utilities discretion, newly constructed or converted multiple-occupancy buildings in the Downtown Overlay District identified by Town of Erwin Ordinance 666-13 may be served by a single meter. Owner/developer shall be subject to applicable fees and charges outlined above.

7. When existing facilities with multiple electric meters are located on the same parcel and the units with said electric meters are served by a single water meter, the owner of the water meter shall pay the applicable water customer charges as well as the actual usage charges. Each additional unit

with an electric meter that has water services at that meter shall be subject to the applicable water customer charges for that account.

When existing facilities with multiple electric meters are located on the same parcel and the units with said electric meters are served by a single water meter and the said facilities are connected to the sewer, the owner of the water meter shall pay the applicable sewer customer charges as well as the actual usage charges. Each additional unit with an electric meter that has sewer services at that meter shall be subject to the applicable sewer customer charges for that account.

8. New fire lines may at the discretion of Erwin Utilities be required to have meters. The tap fee for these fire lines shall be equal to the water tap fee for the applicable sized fire line.
9. When it is determined that existing fire lines have or have the potential to have excessive leakage and/or usage, Erwin Utilities shall at their discretion, install a fire line meter. The customer shall be responsible for the actual cost to install the meter.

10. Water Laboratory Analyses Fees:

Total Coliform / E-coli:

| | | |
|---------|----------------------------|--------------------|
| Method: | Absence / Presence | \$25.00 per sample |
| | Most Probable Number (MPN) | \$30.00 per sample |

11. There shall be no physical connection between a public or private potable water supply system. Customers connecting with an existing private potable water supply system will be required to sign a Well/Spring Users Agreement as shown on next page.

ERWIN UTILITIES
244 Love Street
P.O. Box 817
Erwin, Tennessee 37650



WELL/SPRING USERS AGREEMENT

In accordance with Erwin Utilities’ cross connection control program, a private well or auxiliary water source may not be connected in any manner to the public water supply unless proper protection against cross connection is provided. Only Reduced Pressure Backflow Preventers may be used for protection. This device must have prior approval by Erwin Utilities. Customers not in compliance with this rule will have their water service discontinued.

Check appropriate box

- This serves as notification that a well/spring is located on the property at the following address:*
- This serves as notification that a well/spring is not located on the property at the following address:*

Please type or print

I (we) understand and agree that this system is, and shall, remain totally segregated from the public water supply, and no unapproved or unauthorized cross connections, auxiliary intakes, bypasses, or interconnections will be permitted without the written approval of Erwin Utilities.

I (we) further understand and agree that should an auxiliary water supply be connected to the public water system at the above address, maximum cross connection control equipment in the form of a reduced pressure backflow prevention device shall be installed to protect the public water supply.

I (we) will be responsible for all costs associated with any contamination to Erwin Utilities water supply resulting from my (our) failure to comply with this agreement.

Date: _____

Date: _____

Printed Name

Printed Name

Signature

Signature

B. Wastewater Fees and Charges

1. Administrative Fees: Fees to cover the various administrative costs of obtaining wastewater service for residential and commercial developments and industrial facilities shall be as follows:

| | |
|--------------------------|---|
| Service Availability Fee | \$300.00 each for wastewater |
| Plans Review Fee | \$250.00 each for wastewater |
| Field Inspection Fee | \$100.00 minimum plus \$50.00 for each inspection |

2. Commitment Fee: A non-refundable fee in the amount of \$100.00 per lot or unit shall be paid by the applicant prior to the approval of the plans for the wastewater facilities to be constructed by the applicant to cover the reservation of the wastewater system capacity until such time as the wastewater facilities are constructed by the applicant and accepted by Erwin Utilities for service. The commitment to reserve the system capacity shall expire at the end of 12 months and may be renewed by the applicant for an additional 12 months without an additional fee. If the applicant has not commenced construction of any of the required system facilities at the expiration of the second 12 month period, the commitment shall expire or may be renewed at the sole discretion of Erwin Utilities for an additional 12 months with a second payment of the commitment fee by the applicant. If significant construction progress of the required wastewater system facilities is interrupted for more than 12 months, Erwin Utilities may terminate the capacity commitment without notice.

3. Tap Fees: These fees are to cover the costs of installing a wastewater tap of the appropriate size and include the associated administrative costs.

WASTEWATER TAP FEES

| Wastewater Line Size | Inside Corporate Limit | | Outside Corporate Limit | |
|----------------------|------------------------|---------------|-------------------------|---------------|
| | Tap Fee | Total Tap Fee | Tap Fee | Total Tap Fee |
| 4" | \$675 | ** | \$1,000 | ** |
| 6" | \$825 | ** | \$1,250 | ** |
| 8" | \$1,325 | ** | \$2,000 | ** |
| Water Meter Size | Capacity Fee | | Capacity Fee | |
| 3/4" | \$600 | | \$600 | |
| 1" | \$1,000 | | \$1,000 | |
| 1-1/2" | \$2,000 | | \$2,000 | |
| 2" | \$2,500 | | \$2,500 | |
| 3" | \$5,000 | | \$5,000 | |
| 4" | \$5,000 | | \$5,000 | |
| 6" | \$5,000 | | \$5,000 | |
| 8" | \$5,000 | | \$5,000 | |

**Add appropriate capacity fee per water meter size to appropriate wastewater line size tap fee for total tap fee.

LOW PRESSURE SEWER SYSTEM (LPSS) CHARGES & FEES

| | Inside Corporate Limit | Outside Corporate Limit |
|-------------------------|------------------------|-------------------------|
| Residential | Tap Fee | Tap Fee |
| Existing Home | \$2,275.00 | \$2,600.00 |
| New Home | \$4,100.00 | \$4,425.00 |
| Monthly Maintenance Fee | \$10.00 | \$10.00 |

**Commercial & Industrial Customers: Actual cost to be determined on a case by case basis.

4. Commercial Food Preparation Fee: The fees below apply to all wastewater users who engage in commercial food preparation requiring the inspection of grease traps and interceptors and other specialty appurtenances preventing the discharge of prohibited fats, oils, and grease into the wastewater system. Refer to Section 33 for Requirements for Food Service Establishments.

\$100.00 per calendar year for 2 compliance inspections
 \$50.00 per additional inspection for non-compliance

5. Industrial Discharge Permit Fee: The fees below apply to all industrial users who have been issued a permit by Erwin Utilities to discharge their wastewater into the Erwin Utilities wastewater system under the conditions and provisions of such permit.

- a. \$200.00 for initial permit issue and each renewal.
- b. Monthly fee for reimbursement of inspection, monitoring, and permit compliance, plus actual costs for additional inspection, monitoring, etc. for non-compliance, to be recalculated each fiscal year based on previous year's costs.

6. Surcharges: In addition to the Base Charges found in the General Wastewater Rate Schedule, the following Surcharges may be added to industrial discharge permit users when appropriate:

For BOD and SS in excess of 200 mg/L:

| | <u>Inside Corporate Limit</u> | <u>Outside Corporate Limit</u> |
|-----|-------------------------------|--------------------------------|
| BOD | 33¢ per pound | 50¢ per pound |
| SS | 33¢ per pound | 50¢ per pound |
| COD | 33¢ per pound | 50¢ per pound |

7. All applicants for sewer connections should receive a copy of the Instructions for Installation of Building Sewers and should sign the acknowledgement form.
8. For multiple-occupancy buildings with wastewater service, one wastewater tapping fee shall be paid for each unit for which a water tap is required. The owner and each individual unit will be billed a monthly wastewater customer charge. The owner will be billed for the actual cost of the wastewater usage.
9. Monthly payments of a wastewater tapping fee will be allowed on a case by case basis subject to the following guidelines:
 - a. Customer must pay 10% of the tapping fee up front.
 - b. Standard tapping fee will be financed for 36 months. Low Pressure System tapping fee will be financed for 60 months.
 - c. Fixed interest will be added at the current TVA heat pump loan rate. Customer must sign a Deed of Trust to pay monthly installments for the term of the financing.
 - d. Monthly payment amount will be added to Customer's utility bill. Default in payment will result in all utility services being disconnected.
10. The actual water and wastewater tap must be made within thirty (30) days of payment of the tapping fee, or the fee will be refunded, without interest.
11. Non-Connected Sewer Customers

Tennessee Codes Annotated § 68-22-201 specifically allows any municipality or county to require connection to the sewer and collect sewer charges from customers who are not connected to the sewer.

Section 18-302 of the Erwin Municipal Code requires connection to the public sewer. Any residence, business, or industrial establishment that has either gravity or pressure sewer service available shall be considered a user whether connected or not and shall be subject to paying the customer and usage charges based on their water consumption to Erwin Utilities. Sewer is considered available when the property abuts on a street, alley, or right-of-way in where a sewer is located.

Section 18-105 of the Town of Unicoi Municipal Code requires connection to the public sewer provided that said sewer is within 200 feet of the structure. Any residence, business, or industrial establishment that has

gravity or pressure sewer service available within 200 feet of the structure shall be considered a user whether connected or not and shall be subject to paying the customer and usage charges based on their water consumption.

Unicoi County passed resolution and entered into an interlocal agreement with Erwin Utilities on February 25, 2008, requiring any owner, tenant, or occupant of a lot or parcel of land abutting on a street or other public way containing sanitary sewer to connect any building which exists for residential, commercial or industrial use to cease use of any other means for sewage disposal and connect such building to the sanitary sewer. Erwin Utilities shall consider customers located in the county where a lot or parcel abuts on a street or other public way containing sanitary sewer, accessible to the sewer, whenever connection to the sewer is available via gravity flow and the sewer is within 200ft of the structure.

Erwin Utilities shall consider customers inaccessible to the sewer where extenuating circumstances make connection to the sewer unfeasible. Examples may include, but are not limited to: crossing a state route, crossing a creek, extreme sewer depth, or other obstacles that make connection to the sewer prohibitively expensive.

“Non-connected” sewer customers shall connect to the sewer by paying the normal and customary sewer tap fees as outlined in Section 24 (B) of Erwin Utilities’ Customer Service Policies and installing sewer service lines on private property in accordance with Erwin Utilities’ Standard Specifications. As an exception, where gravity sewer service is available, Erwin Utilities may waive the wastewater tap fee provided in Section 24(B), where it can be documented that “non-connected” sewer customers have been billed “non-connected” sewer charges for at least 5 years at a given location ID. Also as an exception, where only Low Pressure Sewer System (LPSS) service is available, Erwin Utilities may waive the wastewater tap fee provided in Section 24(B) and install an EOne LPSS pump station at no additional charge to the customer, where it can be documented that “non-connected” sewer customers have been billed “non-connected” sewer charges for at least 8 years at a given location ID. Where tap fees have been “waived”, the customer will still be responsible for installing all sewer service lines on private property at the expense of the customer.

SECTION 25. CUSTOMERS ON LIFE SUPPORT EQUIPMENT

- A. In order to be classified as a “Life Support” Customer, Erwin Utilities must receive documentation from physician that someone at Customer’s residence is under their care and has a condition that requires them to be listed as a “Life Support” Customer.
- B. Erwin Utilities may require proof that the patient lives at address if patient is not the Customer of record.
- C. Medical Form for Certification of Use of Life-Sustaining Electric Device must be received every 3 months from Customer and physician.
- D. Erwin Utilities will attempt to maintain a constant supply of electricity to Customer’s home in order to power the life support equipment.
- E. Erwin Utilities does not guarantee uninterruptible electric service due to unforeseen conditions beyond its control, such as extreme weather conditions. Please take the following precautions to plan ahead of time for possible power interruptions:
 - 1. Have an emergency back-up power source.
 - 2. Keep emergency back-up for all necessary medical supplies (i.e. an extra oxygen tank).
 - 3. Make a list of emergency numbers for medical personnel, friends, neighbors, etc., who may assist you in the event of an emergency.
 - 4. Contact the American Red Cross for shelter or assistance during extreme power interruptions.
 - 5. Make arrangements to move to another location in the event of an extreme power interruption.
- F. In the event of a power interruption, contact Erwin Utilities and identify your life-support equipment. Erwin Utilities will respond to your area as soon as possible; however, severe storm damage can delay restoration.
- G. In order to avoid disconnection of service, Erwin Utilities requests that you pay your utility bill by the due date. Erwin Utilities is precluded by law from discriminating between classes of Customers. Although life support conditions exist, “Life Support” Customers are subject to disconnect for nonpayment just as any other Customer unless a current Medical Form for Certification of Use of Life-Sustaining Electric Device is on file at Erwin Utilities’ office.

- H. If life support equipment is no longer needed or you move to a location out of our service area, please notify Erwin Utilities. If you move to a new location in our service area and the equipment is still needed, please notify Erwin Utilities.

SECTION 26. BILLING ADJUSTMENTS

A. Electric Billing Adjustments

Erwin Utilities' power contract with TVA states that power shall be sold and distributed to consumers without discrimination among customers in the same class, and that no discriminatory rate, or other special concession, be made or given to any customer, in accordance with Section 12 of the TVA Act of 1933 [48 Stat. 58-59, 16 U.S.C. sec. 831]. Erwin Utilities shall collect the underpayment or refund overpayment of a metering or billing error. In the case that an over- or underpayment occur, Erwin Utilities will make every reasonable effort to recover the amount owed or refund. Electric billing adjustments will only be made for metering or billing errors. No electric billing adjustments will be made for Customer-owned equipment malfunctions.

B. Water Billing Adjustments

Water billing adjustments will be made for metering or billing errors. If an Erwin Utilities representative determines that the high bill is three (3) times the monthly average of water consumption, then an adjustment may be made. In this situation, the customer will pay the average bill plus 50% of remaining water charges. Only one abatement, for a maximum of two consecutive months, will be extended to a customer within any 12 month period.

In the event of a catastrophic leak, where the usage is ten (10) times or more above the normal monthly water usage, Erwin Utilities may grant adjustment up to 75% provided that the location has not been granted a leak adjustment within the past 24 months.

No adjustments will be made for excess water usage due to vandalism, irrigation, theft of service, damage to water lines by a third party, allowing water to run to prevent water lines from freezing, or when a leak was not repaired in a timely manner. Customers served by meters 1-1/2" and larger are not eligible for a water billing adjustment.

C. Wastewater Billing Adjustments

1. If Customer's water service line is leaking and the water is not going into the sewer, 100% of the wastewater billing usage that is above the normal monthly bill can be adjusted provided the amount is at least three (3) times the normal monthly usage; however, the water leak must be verified by Erwin Utilities' personnel before any wastewater billing adjustment will be given. In the event that the leak did enter the sewer (i.e. leaking toilet), and the usage is at least three (3) times the normal monthly usage, the customer will pay the average bill plus 50% of remaining wastewater charges. Only one abatement, for a maximum of two consecutive months, will be extended to a customer within any 12 month period.

2. Upon the customer's request, a wastewater billing adjustment will be made one time per year for filling a swimming pool for those customers with wastewater service. Each customer will be given a standard 7,500 gallon wastewater adjustment using applicable inside and outside rates.

When filling a swimming pool causes wastewater usage to increase to at least three (3) times the normal usage, the customer is eligible to have wastewater adjusted to normal usage in lieu of the standard 7,500 gallon wastewater adjustment.

3. Wastewater billing adjustments will not be made for hot tubs, irrigation, or intentionally allowing water to run.
4. Customers served by meters that are 1-1/2" and larger are not eligible for a wastewater billing adjustment.

**SECTION 27. BILLING POLICY FOR DAMAGE
TO ERWIN UTILITIES FACILITIES**

Erwin Utilities will bill the individual and/or party responsible for any damage caused to its facilities or property. Billing will be computed at the actual cost of replacement.

SECTION 28. METER TESTING

A. Electric Meters

Electric meters will be tested and maintained for accuracy based on the schedule listed below. Electric meters will be maintained within $\pm 2\%$. Testing will be done by Erwin Utilities' metering department and qualified contractors as necessary. Testing of meters and ancillary equipment will consist of a comparison of its accuracy with a standard of known accuracy. All metering equipment shall be in safe and good order as deemed by ERWIN UTILITIES.

Test Schedule:

Self Contained Metering

| | |
|--|----------|
| Residential, Small Commercial, and Industrial (less than 50 kW) | 10 years |
| Commercial and Industrial (51 kW to 500 kW) | 3 years |
| Commercial and Industrial (above 500 kW) | Annually |

Instrument Rated Metering

| | |
|---|----------|
| Residential – Single CT | 5 years |
| Commercial and Industrial (51 kW to 500 kW) | 3 years |
| Commercial and Industrial (above 500 kW) | Annually |

Instrument Transformers (CTs and PTs) will be tested with the meter with which they are associated by making an overall site test.

B. Water Meters

To ensure reliable meter measurements, it is essential that all water meters be subjected to periodic tests or replacement.

Replacement Schedule:

| | |
|-------------------|--------------------|
| 5/8" meter | 1,500,000 gallons |
| 1" meter | 10,000,000 gallons |
| 1½" and 2" meters | 50,000,000 gallons |

C. Wastewater Meters

To ensure reliable meter measurements, it is essential that all wastewater meters be subject to annual calibration.

SECTION 29. AUTHORIZATION TO DISCHARGE SEPTIC TANK WASTE – WASTE HAULER PERMIT

The Erwin Wastewater Treatment Plant will accept domestic holding (septic) tank waste from waste haulers with a Waste Hauler Permit issued by Erwin Utilities authorizing them to discharge septic tank waste.

The Waste Hauler Permit is conditional upon conformance to the Town of Erwin Ordinance Number 473, “Pretreatment Regulations of 1985”, Section 13-402.1. The permit conditions are as follows:

- A. Acceptance of Waste. If an operator on duty at the receiving station has reasonable suspicion that the hauler has liquids that violate the permit, then he may deny the hauler the right to discharge into the Erwin Publicly Owned Treatment Works (POTW).
- B. Discharge Site. The discharge site is located at the Erwin Wastewater Treatment Plant into an existing manhole. It is the responsibility of the waste hauler to leave this unloading site clean.
- C. Modification/Revocation of Permit. The terms and conditions of the permit may be subject to modifications by the POTW Director during the term of the permit as limitations or requirements are modified or other just causes exist. This permit is also subject to suspension or revocation in whole or in part during its term.
- D. Non-Transferability. This permit is non-transferable to any other waste hauler.
- E. Cost Recovery. A permit charge of \$50.00 shall be paid to Erwin Utilities for processing the Waste Hauler Permit. The permit is to be renewed in January of each year. Also a fee of \$50.00 for each truckload discharged into the POTW is to be paid by check or money order onsite before unloading. Checks and money orders should be made payable to Erwin Utilities.
- F. State Permit. Documentation must be provided each year by the expiration date of State Permit renewal.

SECTION 30. WASTEWATER DISCHARGE PERMIT

All industries are required to complete a Wastewater Survey for Nonresidential Establishments / Application for Wastewater Discharge Permit.

After evaluation of the Wastewater Survey, all significant Users proposing to connect to or to contribute to the Publicly Owned Treatment Works (POTW) will be issued a Wastewater Discharge Permit before connecting to or contributing to the POTW. This permit authorizes discharge from an industry into the Wastewater Collection System of the Town of Erwin.

Users required to obtain a Wastewater Discharge Permit shall pay a permit fee of \$200.00 each time a permit is issued or renewed. Permits shall be issued for a specified time period, not to exceed five (5) years.

Each Permittee will be charged a monthly sewer surcharge fee on their utility bill in accordance with Section 24.B.5. This fee is to recover Erwin Utilities' cost of implementing the pretreatment program and its annual inspection of each industry.

Wastewater Discharge Permits are issued to a specific User for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new User, different premises, or a new or changed operation without the approval of Erwin Utilities. Any succeeding owner or User shall also comply with the terms and conditions of the existing permit.

**SECTION 31. ERWIN UTILITIES GOOD SAMARITAN FUNDS
DISBURSEMENT GUIDELINES**

The Erwin Utilities Good Samaritan Fund utilizes funds contributed through Erwin Utilities' Round-Up Program to provide bill-payment assistance to EU customers experiencing financial difficulty. Customers receiving electric, water, wastewater, and/or fiber services from Erwin Utilities are eligible for funding from the Good Samaritan Fund.

DISBURSEMENT GUIDELINES

- A. Customer must apply for Good Samaritan Funds in writing and give the circumstances for their request on the attached application form.
- B. Customer in need must have an active account with Erwin Utilities, and the account must be in his or her name. Customer must present his or her current bill as verification.
- C. Customer identification will be verified before the application is considered.
- D. Qualifications for funds include, but are not limited to: loss of job, death of wage earning spouse, and/or financial difficulty due to serious illness.
- E. No more than one disbursement in a twelve (12) month period will be allowed for each Customer from the Erwin Utilities Good Samaritan Fund.
- F. An amount up to \$500.00 will be allowed on an account for any Customer who qualifies. Customer may not receive funds in excess of his/her outstanding bill(s).
- G. The Erwin Neighborhood Service Center will approve Customer applications on a case-by-case basis.

**SECTION 32. REQUIREMENTS FOR
FOOD SERVICE ESTABLISHMENTS**

Requirements for Food Service Establishments

Food Service Establishments shall provide means of preventing grease and oil discharges to the Erwin Utilities' Wastewater System. Where a grease interceptor / trap currently exists or is required by Erwin Utilities, it shall be maintained for continuous, satisfactory, and effective operation by the owner, leaseholder, or operator at his expense. Grease interceptors / traps shall be of a type and capacity approved by Erwin Utilities and shall be located as to be readily accessible for cleaning and inspection.

All Food Service Establishments shall have grease-handling facilities approved by Erwin Utilities. Establishments whose grease-handling facilities or methods are not adequately maintained to prevent fats, oils, or grease (FOG) from entering the Wastewater System shall be notified in writing by the Manager of Wastewater Treatment Facilities of any noncompliance and required to provide a schedule whereby corrections will be accomplished.

All Food Service Establishments' grease-handling facilities shall be subject to review, evaluation, and inspection by Erwin Utilities' representatives during normal working hours. Results of inspections will be made available to the owner or operator. Erwin Utilities may make recommendations for correction and improvement. Refer to Section 24.B.4. for Commercial Food Preparation Fees.

Each facility will be given a Grease Interceptor / Trap Maintenance Log and Verification Form upon initial inspection. Failure to maintain a log shall constitute a violation of these requirements.

Food Service Establishments receiving two (2) consecutive unsatisfactory evaluations or inspections shall be subject to penalties or other corrective actions as provided for in these requirements. Two (2) consecutive satisfactory inspections need to be conducted to bring the facility into compliance.

Food Service Establishments that continue to violate Erwin Utilities' requirements shall be subject to additional enforcement action, including termination of service.

Food Service Establishments whose operations cause or allow excessive FOG to discharge or accumulate in the collection system shall be liable to Erwin Utilities for costs related to service calls for line blockages, line cleanings, line and pump repairs, etc., including all labor, materials, and equipment. If the blockage results in a Sewer System Overflow (SSO), and Erwin Utilities is penalized for the SSO, the penalty shall be passed along to the Food Service Establishment.

Regularly scheduled maintenance of grease-handling facilities is required to ensure adequate operation. In maintaining the grease interceptors / traps, the owner, leaseholder, or operator shall be responsible for the proper removal and disposal of grease by appropriate means and shall maintain an on-site record of dates and means of disposal.

All grease interceptors / traps shall be cleaned based on the 25 Percent Rule or when the discharge exceeds 50 mg/L.

FOR EXAMPLE: If the total depth (TD) of the grease interceptor (GI) is forty (40) inches, the maximum allowable depth (d) of floatable grease equals 40 inches multiplied by 0.25 or $d=TD \times 0.25=10$ inches. Therefore, the maximum allowable depth of floatable grease of the vessel should not exceed ten (10) inches.

The exclusive use of enzymes, grease solvents, emulsifiers, etc., is not considered acceptable grease interceptor / trap maintenance practice.

Any Food Service Establishment whose effluent discharge to the Wastewater System is determined by Erwin Utilities to cause interference in the conveyance or operation of the Collection System shall be required to sample the grease interceptor / trap discharge and have it analyzed for FOG at the expense of the owner, leaseholder, or operator. Erwin Utilities shall approve the sampling plan and shall witness the taking of the samples. The analyses shall be performed by a certified laboratory, and the report of such analyses shall be provided to Erwin Utilities.

If Erwin Utilities' CCTV inspections indicate that an establishment is contributing FOG in an amount that has the potential to cause interference in the conveyance or operation of the collection system, said establishment shall be required to install appropriate grease handling facilities at the establishment's expense.

All grease interceptors / traps shall be designed and installed to allow for complete access for inspection and maintenance of the inner chamber(s) and viewing and sampling of effluent wastewater discharged to the Collection System. These chambers shall not be visually obscured with soil, mulch, floorings, or pavement of any material.

Food Service Establishments shall adopt Best Management Practices (BMPs) for handling sources of floatable FOG originating within their facility. A notice shall be permanently posted at a prominent place in the facility advising employees of the BMPs to be followed. Erwin Utilities may render advice regarding the minimization of waste.

Construction Requirements for New Food Service Establishments

All new Food Service Establishments shall be required to install an outdoor grease interceptor, the design and location of which must be approved in writing by Erwin Utilities prior to installation.

Grease interceptors shall be adequately sized, with no interceptor less than one thousand (1,000) gallons total capacity, unless otherwise approved by Erwin Utilities. Grease interceptor requirements shall be determined on a case by case basis.

The inlet chamber of the vessel will incorporate a PVC open sanitary tee that extends equal to or greater than twelve (12) inches below the water surface. The outlet chamber of the vessel will incorporate a PVC open sanitary tee that extends two-thirds ($\frac{2}{3}$) below the water surface. The sanitary tees (both inlet and outlet) will not be capped but opened for visual inspection of the waste stream.

All grease interceptors, whether singular or two (2) tanks in series, must have each chamber directly accessible from the surface to provide means for servicing and maintaining the interceptor in working and operating condition.

All pot and pan wash, pre-rinse sinks, and scullery and floor drains will connect and discharge to the grease interceptor.

Where automatic dishwashers are installed, the discharge from those units will discharge directly into the grease interceptor before entering the building drainage system.

The pre-rinse sink of the automatic dishwasher will discharge directly into the grease interceptor.

Where food waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through the grease interceptor.

The grease interceptor is to be installed at least nine (9) feet from the exterior wall, except as may be approved by the Manager of Wastewater Treatment Facilities.

The grease interceptor is not to be installed within a drive-thru pick-up area, underneath menu boards, or in the vicinity of menu boards.

No new Food Service Establishment will be allowed to initiate operations until all grease-handling facilities are approved, installed, and inspected by Erwin Utilities.

A basket, screen, or other intercepting device shall prevent passage into the drainage system of solids one-half ($\frac{1}{2}$) inch or larger in size. The basket or device shall be removable for cleaning purposes.

Construction Requirements for Existing Food Service Establishments

All existing Food Service Establishments shall have grease-handling facilities. Food Service Establishments without any grease-handling facilities will be given a compliance schedule to have grease-handling equipment installed. Failure to do so will be considered a violation of these requirements and shall subject the establishment to penalties and/or corrective actions.

In the event that an existing Food Service Establishment's grease-handling facilities are either under-designed or substandard in accordance with these requirements, the owner(s) will be notified in writing of the deficiencies and required improvements and given a compliance schedule.

For cases in which outdoor grease interceptors are not feasible to install, existing Food Service Establishments will be required to install approved under-the-counter grease traps.

Factory-installed, flow control fittings must be provided to the inlet side of all under-the-counter grease traps to prevent overloading of the grease trap and to allow for proper operation.

Design and location of under-the-counter units must be determined and approved by Erwin Utilities prior to installation.

Wastewater from garbage grinders should not be discharged to grease interceptors.

Wastewater from automatic dishwashers should be discharged to grease interceptors.

Wastewater from the pre-rinse sink of the automatic dishwasher shall discharge directly into grease interceptors.

In maintaining the grease interceptor, the owner(s) shall be responsible for the proper removal and disposal of captured material and shall maintain records of the dates and means of disposal.

The exclusive use of enzymes, grease solvents, emulsifiers, etc., is not considered acceptable grease trap maintenance practice. All grease interceptors must be cleaned based on the 25 Percent Rule.

**ERWIN UTILITIES WASTEWATER SYSTEM
GREASE INTERCEPTOR / TRAP MAINTENANCE
LOG AND VERIFICATION FORM**

Facility Name: _____ **Telephone:** (____) _____

Address: _____

ALL GREASE INTERCEPTORS / TRAPS SHALL BE MAINTAINED BY THE OWNER, AT HIS OR HER EXPENSE, IN CONTINUOUSLY EFFICIENT OPERATION AT ALL TIMES. ALL GREASE INTERCEPTORS / TRAPS SHALL BE CLEANED BASED ON THE 25 PERCENT RULE PER REQUIREMENTS FOR FOOD SERVICE ESTABLISHMENTS IN ERWIN UTILITIES' CUSTOMER SERVICE POLICIES.

FOR EXAMPLE: If the total depth (TD) of the grease interceptor (GI) is forty (40) inches, the maximum allowable depth (d) of floatable grease equals 40 inches multiplied by 0.25 or $d=TD \times 0.25=10$ inches. Therefore, the maximum allowable depth of floatable grease of the vessel should not exceed ten (10) inches.

| DATE | SERVICED BY | INVOICE # | SERVICE PERFORMED / REMARKS |
|-------------|--------------------|------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

APPENDIX A

ERWIN UTILITIES

SCHEDULE OF RULES AND REGULATIONS

1. Application for Service. Each prospective Customer desiring electric service will be required to sign Distributor's standard form of application for service or contract before service is supplied by the Distributor. Services will not be provided to any applicant (a) who is indebted to Erwin Utilities, or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to Erwin Utilities, or (c) who was a member of the household of a former Customer when said indebtedness was incurred, except upon payment of indebtedness.
2. Deposit. A deposit or suitable guarantee not to exceed twice the appropriate Customer class' highest average monthly bill may be required of any Customer before electric service is supplied. Upon termination of service, deposit may be applied by Distributor against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. All deposits retained longer than twelve months shall accrue interest at an interest rate comparable to market rates of interest on passbook saving accounts. Earned interest will be applied to Customer's account. *(For current deposit requirements, please refer to Erwin Utilities Customer Service Policies, Section 2, a copy of which is available upon request.)*
3. Point of Delivery. The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.
4. Customer's Wiring – Standards. All wiring of Customer 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 Customer's premises.
6. Underground Service Lines. Customers desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.
7. Customer's Responsibility for Distributor's Property. All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of

Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

8. Right of Access. Distributor's identified employees 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 Distributor. Customer shall control existing trees/shrubbery and refrain from new plantings so as to prevent interference with utility lines and other property of Distributor. Customer and/or Customer's contractor should refrain from digging or construction without contacting Tennessee One-Call System (call 811 or 1-800-351-1111) and allow time for marking of underground lines. In the event such facilities are interfered with, impaired in their operation, or damaged by Customer, or by any other person when the Customer's reasonable care and surveillance could have prevented such, the customer shall indemnify Distributor or any other person against death, injury, loss, or damage resulting there from, including but not limited to Distributor's cost of repairing, replacing, or relocating any such facilities.
9. Billing. Bills will be rendered monthly and shall be paid at the office of Distributor or at other locations designated by Distributor. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid by due date specified on bill, Distributor may at any time thereafter, upon five (5) days' written notice to Customer, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment. Remittances received by mail after the due date will not be subject to such additional charges if the incoming envelope bears United States Postal Service date stamp of the due date or any date prior thereto.
10. Discontinuance of Service by Distributor. Distributor 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. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. Any and/or all services will be discontinued to Customers with past due accounts. (Payment in full, including late penalties, will be required and an additional deposit may be required before service will be restored.) The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.
11. Connection, Reconnection, and Disconnection Charges. Distributor 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.

12. Termination of Contract by Customer. Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written 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.
13. Service Charges for Temporary Service. Customers requiring electric service on a temporary basis may be required by Distributor 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.
14. Interruption of Service. Distributor 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 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, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor 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.
16. Voltage Fluctuations Caused by Customer. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. Additional Load. The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.

18. **Customer Generated Electricity.** Customers utilizing generators for emergency power shall provide a disconnecting means to assure generated power and utility power cannot serve the same load simultaneously. Disconnecting means, such as a double-throw switch, must assure the generator power has no return path to Distributor supplied meters, equipment or wires. Customer generated power represents an extreme danger to Distributor employees working on lines considered de-energized. The Customer may not add generation capacity that has the ability to flow back to the Distributor's meter presenting danger to employees or other customer, or that impacts Distributor's electrical network without the express written consent of Distributor. Examples of possible generation would be photovoltaic systems, wind generation, backup generators, battery storage, and combustion generation of any type. Distributor may discontinue service in order to protect its network and employees, or until such time the Customer provides disconnect means that meets all Distributor, local, state, Tennessee Valley Authority, and Federal Energy Regulatory Commission requirements. For approved installations, any additional capacity added at a later date must also be approved by Distributor in advance.
19. Standby and Resale Service. All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
20. Notice of Trouble. Customer 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.
21. Non-Standard Service. Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice. In special cases involving loads of less than 5,000 kilowatts, Customers may take service at the primary voltage. Such Customers shall own all facilities on the load side of the meter except that Distributor may furnish and maintain such transformers on the load side of the meter as requested by Customer for transformation to standard secondary voltages, in which case, Customer shall pay to Distributor a monthly rental for equipment so furnished by Distributor, equal to one percent (1%) of the amount by which the cost of the transformers furnished exceeds the estimated cost to Distributor of transformers which would be required to transform Customer's load at a single point to a single secondary voltage.
22. Meter Tests. Distributor will, at its own expense, make periodical 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 Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

23. Relocation of Outdoor Lighting Facilities. Distributor shall, at the request of Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
24. 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 customers 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.
25. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, 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, which was approved in a public Board of Directors' meeting, shall be kept open to inspection at the offices of Distributor located at 244 Love Street, Erwin, TN 37650, or found online at www.e-u.cc. Furthermore, the Distributor will provide information regarding rates, service practice policies, and guidelines to customers via the website, www.e-u.cc. A customer will receive such information at any time upon request. All retail rate actions initiated by the Distributor will be communicated to the public via the website and through advertisements in the local newspaper.
26. 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 the same force as the present Rules and Regulations.
27. Conflict. In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.