

LEXINGTON ELECTRIC SYSTEM LEXINGTON, TENNESSEE

SCHEDULE OF RULES AND REGULATIONS

1. Application for Services: Each prospective Customer desiring electric service may be required to sign DISTRIBUTOR'S standard form of application for service or contract before service is supplied by the DISTRIBUTOR.
2. Information to the Customer: A copy of the Schedule of Rules and Regulations is on display in the front office of Lexington Electric System for the public to view. A copy of the current rate schedule can be obtained from any customer service representative in the main office. Also, the same information can be viewed by going to lexingtonelectric.com. All rate changes will be posted on the website or in the main office for public viewing and can be obtained during application of service upon request. Lexington Electric System, if requested, will provide a statement of the Customer's monthly consumption for the prior twelve months.
3. Deposits: Deposits will be refunded when service is discontinued. Interest on deposits will be credited to the account as of June 30th of each year. Interest will be based on the annual rate of interest earned by Lexington Electric System's primary bank account. Deposit balance including earned interest shall be accounted for and credited to the customer or on the unpaid bills of the customer upon termination of service. It will be at the discretion of the LES staff if the deposit will be refunded on another account, applied to the last bill of the current account, or refunded by check. The deposit balance including earned interest is subject to review by the customer and Lexington Electric System for as long as the service is in the customer's name.
 - a. Residential Service Deposit: If a customer has had service for no less than twelve (12) months, has a favorable credit rating on LES's billing system, and applying for new service under the same class, a deposit may not be required.

If a new customer or one that has not had a favorable service for more that twelve (12) months you may do one of the following:

- 1) The deposit will be calculated by multiplying the highest bill from the last twelve months of bills by one and a half times (1.5). This amount will be the deposit required to establish service with LES.
- 2) Have a friend/relative, which has had service for twelve (12) months at the same location, within the same rate class, and with a good pay rating, sign a guaranty provided by LES stating that the friend/relative will be responsible for the bill if it is not paid.
- 3) The deposit may be eliminated by a customer electing to go on the Flexpay program. (See Flexpay Agreement)

One of the above conditions must be met before service will be established at a residential location.

- b. Commercial Service Deposit: If a customer has had service for no less than twenty-four (24) months, has a favorable credit rating on LES's billing system,

and applying for new service under the same class, a deposit may not be required.

If a new customer or one that has not had favorable service for more than twenty four (24) months you may do one of the following:

- 1) Put up a cash deposit of one and a half times (1.5) the highest monthly bill in the last twelve (12) months which is not dependant on the type of previous business.
- 2) The customer will be provided with a LES letter of credit in the amount of One and a half (1.5) times the highest monthly bill in the last twelve months which is to be approved by the customer's bank and kept on file in the LES office.
- 3) Obtain a certificate of deposit which shall have the customer's and LES's name as joint owners and the certificate will be kept in a secure location at the LES office. For any new installations a deposit of one and a half times (1.5) the monthly bill will be calculated and required based on the anticipated load supplied by the customer. No service will be connected until the deposit is established.
- 4) The customer can provide a surety bond for and one-half times (1.5) the monthly bill amount calculated by the LES staff. The bond will have to be issued by a reputable United States financial institution and will exist as long as the customer has service with LES.
- 5) For any new installations a deposit will be required and calculated based on the anticipated load supplied by the customer. No service will be connected until the deposit is established.

One of the above conditions must be met before service will be established at a commercial location.

4. 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 the building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the Customer.
5. Customer's Wiring standards: All wiring of Customer must conform to municipal requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.
6. Inspections: All new wiring, rewiring, or additions to present wiring where one or more new circuits are added shall be inspected by a duly authorized representative of the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention, and all fees or expense incident thereto shall be paid by the Electrical Contractor or property owner. 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 installations, wiring, or appliances, or from violation of DISTRIBUTOR'S rules, or from accidents which may occur upon Customer's premises.

7. Underground Service Lines: Customers desiring underground service lines from DISTRIBUTOR'S overhead system must bear the excess cost incident thereto. DISTRIBUTOR will furnish specifications and terms for such construction on request.
8. 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 necessary repairs or replacements shall be paid by Customer.
9. 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.
10. Billing: Bills will be rendered monthly and shall be paid within fifteen (15) days from date of bill at the office of DISTRIBUTOR. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid as above, the DISTRIBUTOR may at any time thereafter, upon five (5) days written notice to Customer, discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Should the final date for payment of the bill at the net rate fall on a Saturday, Sunday, or Holiday, the business day next following the final date will be held as a day of grace for delivery of payment. Net rate remittances received by mail after the time limit for payment of said net rates will be accepted by DISTRIBUTOR, if the incoming envelope bears United States Post office date stamp of the final date for payment of the net amount, or any date prior thereto. Payments made after the due date will include a late payment charge. The late payment charge for all accounts except residential and individual outdoor lighting shall be based upon a five percent (5%) of the first \$250.00, plus one percent (1%) for amounts greater than \$250.00 (all excluding taxes), and shall be applied individually to each type of service billed for that account. Residential and the above-mentioned lighting classes will be assessed a 5% late charge on the total bill.
11. Discontinuance of Service by DISTRIBUTOR: The 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 disconnection of service for non-payment shall be made only after reasonable prior written notice (including electronic notification or door hanger notice). Such notice informs the Customer of the company representative authorized to review disputed bills and correct any errors. 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.
12. Discontinuance of Service Weather Policy:
During extremely hot temperatures, Lexington Electric System will postpone disconnecting of service due to non-payment of bills. When the National Weather Service issues a heat index greater than 100°F for any of Lexington Electric System's territory, disconnection will cease until the heat index is less than 100°F. This information can be found at www.srh.noaa.gov/meg/.

During extremely cold temperatures, Lexington Electric System will postpone disconnecting of service due to non-payment of bills. When the ambient temperature for the day is below 32°F during regular working hours, disconnection for non-payment will be postponed. Disconnection will resume when the daily ambient temperature during regular working hours is above 32°F.

12. Delay of Service Discontinuance Due to Medical Reasons:

A medical necessity is defined as a condition wherein electrical power is required to operate life sustaining devices such as dialysis machines or life supporting equipment. Provided Lexington Electric System has a medical necessity form on file, disconnection of service will be postponed for a period up to three days from the original scheduled disconnection date to allow the customer to make payment or make alternate shelter arrangements. *The medical necessity form must be completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee* certifying that the disconnection of electrical service would create a life-threatening medical condition for the customer or other permanent resident of the customer's household. Additional information can be found in Lexington Electric System's Life Support Policy and in Lexington Electric System's Necessity Form for Life Sustaining Alternating Current Electrical Devices.

A life-threatening medical condition does not relieve the customer of paying for electrical service. Lexington Electric System will hand deliver, to any customer that has a medical necessity form on file and their name is on the disconnection list, a letter stating the amount of their past due electric bill and related service fees that are due by the date shown on the letter. If full payment is not made by the date on the letter, services will be disconnected without further notice.

13. Service Re-connection Charge: Should bills not be paid during the discount period the DISTRIBUTOR will, as soon as practicable or within three to five days from the discount date, mail to the Customer a five (5) day written notice of intention to discontinue service if payment is not made on or before date appearing on said notice. DISTRIBUTOR will proceed as soon as practicable after the expiration of the five days notice, should the bill not be paid, to discontinue service of Customer. Said notice shall be so printed as to inform the Customer fully of these provisions. In case service is disconnected by DISTRIBUTOR, as provided above, DISTRIBUTOR will collect the total bill together with the Service Re-connection Charge of \$25.00 before service is restored.

14. 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 expirations of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

15. Service Charges for Temporary Services: Customers requiring electric service of a temporary nature may be required by DISTRIBUTOR to pay a suitable Service Charge to cover cost of connection and disconnection. DISTRIBUTOR may require the payment of all cost of construction, connection and disconnection incidental to the supplying of and removing of service to circuses, carnivals, fairs, and others requiring temporary construction.

16. Interruption of Service: The 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.

17. 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.
18. 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 the Customer liable for any damages to any of DISTRIBUTOR'S lines or equipment caused by the additional or changed installation.
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 the 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: The 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.
22. Meter Test: 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 such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in Customer's bill and the testing charge of fifty (50) dollars per meter will be paid by customer. In case the test shows the meter to be in excess of 2% fast or slow, an adjustment shall be made in the 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. Extensions and Additions to Street Lighting Systems: DISTRIBUTOR shall, at the request of a customer for street lighting service, provide additions and extensions to the street lighting system provided that if, in any year ending June 30, Customer requests additions or extensions with a total cost in excess of 5% of the investment in street lighting property and equipment, Customer may be required to finance such excess cost.
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 customer charge and minimum bill charge will not be prorated to the number of days proportionate with the period of time during which service is extended. Customer kWh and demand charges will be billed as used.

25. Filing and Posting: A copy of these RULES AND REGULATIONS, together with a copy of Distributor's SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Distributor.
26. 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.
27. Revisions: These rules and regulations may be revised, amended, supplemented or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present RULES AND REGULATIONS.
28. Conflict: In the case of conflict between any provision of any rate schedule and the SCHEDULE OF RULES AND REGULATIONS, the rate schedule shall apply.
29. Connection and Service Charges:
- a. Connection Charges – This charge is set at twenty-five (25) dollars and is not refundable after application cards have been signed and charges submitted for 24 hours. Applicable charges must be paid upon application for service at the desired location and shall be made each time a meter is activated, with the following exception:
 - i. Any customer whose immediate previous service had to be, or was terminated because of fire, and act of God, flood or any other catastrophic occurrence which, in the judgment of the manager, office manager or area supervisor warrants leniency.
 - b. Service Charges
 - i. After Hours Calls – If a service call is made after regular working hours at the request of a customer, and if the trouble is found to be on the customer's equipment or facilities, the customer shall be charged:
 - 1. Twenty-five (25) dollars if the call is made during regular working hours, or
 - 2. Fifty (50) dollars if the call is made during non-regular working hours. The charges for any new service installation or connection request received on a non-workday to be done on that same day and which cannot be completed before the end of regular working hours described below will be the actual cost of overtime for the employees performing the work.
 - 3. No service will be completed after normal working hours.

NOTE: The schedule of regular working hours of line personnel of Lexington Electric System is 7:00 am to 4:00 pm CST. Regular workdays are Monday through Friday.

- ii. Charges for Disconnection and Reconnection – A service charge of twenty-five (25) dollars will be made when replacing a meter during regular working hours pulled for non-payment. A service charge of fifty (50) dollars will be made for replacing a meter during off hours no later than 10:00 p.m. pulled for non-payment or for making a routine installation during off hours. If service has been disconnected by any other means than meter removal, such as conductor disconnection or tripping transformer the normal service charges will be

twenty-five (25) dollars for disconnection or reconnection on regular hours and fifty (50) dollars for disconnection or reconnection during off hours. Payment for after-hours reconnections must be made by credit or debit card via phone or by cash or money order in night depository. LES personnel will not collect money after hours when installing meters disconnected for non-payment. If payment is not made as required the meter will be disconnected the next business day. The customer must come to the office to make payment which will include additional reconnection charges. No checks will be accepted for reconnection unless approved by LES management.

c: Service Charge for Return Checks

- i. A service charge of twenty-five (25) dollars will be charged for every check which our office is notified is bad, whether we pick it up or not.
- ii. A service charge of five (5) dollars will be made for any trip made to serve notice on a returned check. This will be in addition to the service charge for a returned check.
- iii. Return checks must be paid with cash, money order, or cashier's check. No checks will be accepted **unless approved by LES management.**

d: Charges for Collection Trips – A service charge of five (5) dollars will be charged when made to execute a disconnect order and customer requests an extension, or when customer pays collector.

e: Service Charge for Meter Testing

- i. No charge for testing meter with portable tester at customer request.
- ii. A lab test at the request of the customer will have a service charge of fifty (50) dollars plus any associated fees for the testing (inside or outside services) if the test results indicated the meter is within standard.
- iii. A meter change out request will be treated the same as (2) above.

30. 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, be 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 the Schedule of Rules and Regulations are applicable to any such allocation or restriction.

LEXINGTON ELECTRIC SYSTEM

SECURITY LIGHT POLICY

Security Light Policy

- a. Lexington Electric System will make available to its customers the following security lights for individual use. A minimum contract for one (1) year will be required prior to installation.
 - i. 100-watt high pressure sodium
 - ii. 250-watt high pressure sodium
- b. Should a pole be required, an additional charge per month per pole will be added.
- c. Any customer wishing to exchange sizes of an existing light will be charged for any unexpired time remaining on the existing contract. The customer must also sign a new one-year security light contract for the new light.
- d. Any customer wishing to relocate an existing security light within a premise will be charged for any unexpired time remaining on the contract, whether a pole is involved or not and a new one-year contract will be required. If a pole is involved in the removal or installation, a service charge of \$30 will be made at the time of relocation or within 6 months after removal of any security light, should the light be ordered back on the same premise.
- e. Any new security light location requiring a transformer for sole use of the security light will be charged a \$2 per month investment charge in addition to normal charges for the light and pole, if applicable.
- f. Any customer disconnected for non-payment will have any unexpired time charged to his final bill. This amount must be paid prior to reconnection, even if the light is not replaced. Lights will be removed from premises immediately upon completion of the cut-out meter order. If light is replaced, a new one-year contract will be required.
- g. Any customer requesting a security light, who does not have an established favorable credit rating with LES, will be charged a \$20 deposit for the light. The deposit will be refundable in one year if credit is established. This policy applies to lights assigned to individual account numbers. In the case of lights combined with metered accounts, the above deposit may be added to the initial deposit made upon application of service.

LEXINGTON ELECTRIC SYSTEM

RESIDENTIAL SERVICE POLICY

Residential Service Policy

The Distributor will furnish labor, conductor, poles, etc., up to 3 poles and/or 3 spans, for the installation of a single-phase overhead line to a residence of 1000 sq. feet or more on a permanent foundation, acceptable to Lexington Electric System.

All construction cost over 3 poles and/or spans will be borne by the customer as aid-to-construction, which will include material and labor.

LEXINGTON ELECTRIC SYSTEM

MOBILE HOME SERVICE POLICY

Mobile Home Service Policy

1. A service connection charge of \$10 will be required for Mobile Homes when no pole is required by Lexington Electric System.
2. A service charge of \$50 each for a maximum of two poles will be required. This charge will not be refunded.
3. All cost of construction in excess of two poles will be borne by the Customer. Lexington Electric System will refund 50% of this cost to the Customer if a permanent type of home of 1000 sq feet or more, acceptable to Lexington Electric System, is constructed within 60 months from the date of first available service date.
4. Doublewide, "Modular Type" homes when placed on a permanent type of foundation, on a lot owned by the Customer, will be considered permanent and not subject to rules governing Mobile Homes.

LEXINGTON ELECTRIC SYSTEM

COMMERCIAL AND INDUSTRIAL SERVICE POLICY

Commercial and Industrial Service Policy

Commercial and Industrial Services, due to the different voltages requested and the estimated loads and load factors, will be handled individually. Contact Lexington Electric System's engineering department to discuss.

LEXINGTON ELECTRIC SYSTEM

TEMPORARY SERVICE POLICY

Temporary Service Policy

Effective April 1, 1986

Inspection will be made on all Temporary Services at each location and must pass inspection.

Customer will furnish this service and pole. Pole will be 18' round treated pole with a minimum 4" top, set 4' in the ground. For an explanation of specifications and costs contact the Engineering Department of Lexington Electric System.

LEXINGTON ELECTRIC SYSTEM

NEW CONSTRUCTION POLICY

NEW CONSTRUCTION POLICIES

Overhead subdivision:

The developer will be given credit for all lots to be served off the first three poles and the developer pays \$100 per lot for the remaining lots to be served off this line. Developer will receive a \$100 rebate for every residence installing electric heat and electric water heater within two years of initial contract.

Underground subdivision:

Developer pays an amount equal to equivalent overhead charges plus difference between overhead and underground.

Underground service:

Customer pays \$1 per foot for service with minimum of \$100. Customer receives full rebate for a maximum of 200' service provided an electric heating system and electric water heater are installed. Customer furnishes and installs all conduits and appurtenances according to the latest LES underground policy. If underground primary is requested or required, customer will pay entire cost of job through the transformer. Service will then be calculated according to above policy. Because of adverse soil or other environmental conditions, discretion to install will be left with LES.

Any existing agreements as of the date of adoption of these policies will be honored as per prior quotation.

LEXINGTON ELECTRIC SYSTEM

MOBILE HOME PARK SERVICE POLICY

Mobile Home Park Service Policy

Lexington Electric System will serve a maximum of three (3) lots owned by an individual and operated as a Mobile Home Park according to the Mobile Home Service Policy.

A Mobile Home Park owned by an individual with more than three (3) lots, the Owner will be responsible for the service conductor and material within the park itself. The Distributor will serve the location according to the Residential Service Policy and make the connection to the mobile home service conductor.

At the option of the Distributor, the Distributor will install the service conductor and attachments on the Mobile Home Park service poles and invoice the owner with the materials.

LEXINGTON ELECTRIC SYSTEM

SEASONAL RESIDENTIAL/NON-RESIDENTIAL SERVICE POLICY

It is the policy and practice of Lexington Electric System (LES) to provide service to its customers at the lowest rate possible. Consequently, there are situations when the cost of electric service shall be shared by the developer and/or customer requesting service and LES. This is designed to provide equality in the expenditure per customer and assure all LES customers the lowest rate possible.

Campsites, recreational areas, speculative developments, cabin sites, non-primary dwellings, cabins, campers, mobile homes, and/or other similar development consisting of one or more requests for electric service are to be considered seasonal electrical loads. This shall include, but not be limited to, if the general populous of one or more customers are not full-time inhabitants, and/or the customer requesting service does not have a legal deed or deed of trust to said property.

Accordingly, LES shall require from the developer as aid-to-construction \$2.25 per foot for all primary line, poles, hardware, associated material, and labor to serve above said customer(s). Additionally, the developer shall pay LES \$25.00 for each lot to be served from this line as aid-to-construction for a portion of the cost-of-service poles and associated material. Should a service pole be required, the location will be designated by LES. A service charge of \$50.00 for each service is required from each individual customer.

In compliance with LES's schedule of rules and regulations, the point of delivery is the point as designated by the distributor, on customer's premises or elsewhere, where current is to be delivered and metered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer. Additionally, right-of-way clearing will be cleared by applicant(s) in accordance with LES specifications before construction of line begins. If, in the opinion of LES management, it is necessary for LES to clear the right-of-way, the applicant shall pay, in advance, the estimated cost of right-of-way clearing with an adjustment made after the work is completed.

Due to the cost of installation, material, labor, overhead, and maintenance for underground electric facilities, LES will not install, own, and/or maintain underground facilities to such loads as stated in this policy. Only overhead electric facilities for these type loads will be installed by LES. This will in no way prohibit a customer from installing, owning, and maintaining his/her own underground electric facilities from the delivery and metering point designated by LES.

For developments within a floodplain, LES does not require but recommends the meter base be installed above the 500-year flood elevation. If installed more than 5½ to 6 feet off the ground, a platform must be erected to provide safe access to the meter base for inspection and maintenance of the meter. The customer is responsible for keeping the platform maintained in a safe condition. The specifications of the platform can be obtained from LES. If LES must replace the meter due to damage from flooding, the customer will be charged for the full cost of the replacement meter. This charge will be added to the customer's bill when the meter is replaced.

All wiring must meet NEC/NESC codes.

LEXINGTON ELECTRIC SYSTEM

OVERHEAD SERVICE ATTACHMENT AND METER EQUIPMENT INSTALLATION REQUIREMENTS

DEFINITIONS – For the purpose of these rules and regulations, residential and small commercial installations are defined as those which Distributor serves with “duplex”, “triplex”, or “quadraplex” cable. These conductors from the pole to the customer’s premises are known as the “service”, “service conductor”, or “service drop”. The “point of attachment” is the point on the customer’s premises where the service drop terminates and is attached and supported.

CUSTOMER AND DISTRIBUTOR’S EQUIPMENT – The customer is required to provide, install and maintain all wiring equipment beyond the point of Distributor’s service attachment, (known as point of delivery), except certain Distributor owned equipment such as boxes, cabinets, panels, etc. which may be issued to the customer for installation. Equipment issued by Distributor shall be used only at the location for which it was issued. It shall not be tampered with, altered, or moved without express approval of the Distributor. Equipment removed from an installation shall be returned to the Distributor without delay or shall be paid for by the customer or his contractor. No Distributor’s seal may be cut or broken except by express permission of the Distributor. Equipment issued and owned by Distributor will be maintained by Distributor without cost to customer except for instances involving overload or abuse of equipment.

WIRING METHODS – All wiring shall equal or exceed the minimum requirements of the current edition of the National Electric Code (NEC), local ordinances, that State of Tennessee Chapter 0780-2-1 covering Electrical Installations, and the following specific distributor regulations:

POINT OF ATTACHMENT-CLEARANCES – The point of service attachment will be determined by Distributor’s personnel. It shall be so selected that the minimal vertical clearances of the service conductors shall be : sixteen (16) feet over public roadways, farm access roads (or public parking and drive-in areas); twelve and one half (12.5) feet over residential driveways, twelve (12) feet over ground, sidewalks, platforms, patios, or other projections from which the conductor may be reached. In no case will Distributor’s conductors cross any roof, carport, garage or other structure except in accordance with the NEC Article 230-24(a). In no case will Distributor’s conductors cross property other than that being served without an easement from the owner of that property. Minimum horizontal clearance of thirty-six (36) inches shall be maintained from any door, window, porch, fire escape or similar location, the point of attachment shall not be made higher than twenty (20) feet above finished grade without express permission of Distributor.

POINT OF ATTACHMENT-ANCHORAGE STRUCTURE-GENERAL – Safe and adequate anchorage structures shall be provided by the customer for supporting Distributor’s service conductors, and in no case will Distributor be responsible for the condition of buildings or structures to which the conductors are attached. The point of attachment may be on the building itself or on a mast extending above the roof of the building in accordance with NEC Article 230-26.

POINT OF ATTACHMENT-WITHOUT SUPPORT MAST – If the point of attachment is on a mast extending above the roof the mast shall be of rigid galvanized steel electrical conduit, two (2) inches or larger. The mast shall be firmly attached to the building so as to keep the mast rigid against a service pull of two thousand (2000) pounds. There must be no sleeve or splice in the conduit above the roof, within the roof, or four feet below the roof. The mast must extend above the roof a minimum of three (3) feet and to a maximum of three (3) feet six (6) inches, except in cases involving special clearances.

INSTRUMENT TRANSFORMERS – Where instrument transformers are used the Distributor will provide a one (1) inch weatherhead and conduit from the instrument transformers to the meter location. Customer will pay the distributor a three hundred fifty-dollar (\$350) metering fee. Distributor will normally own, install and wire all instrument transformers. Exceptions to this standard may be made in accord with Distributor's requirements. Distributor will wire all instrument transformer secondaries.

LOCATION OF METERING EQUIPMENT – The Distributor will determine the location of all metering equipment on the customer's premises. The following rules will apply in most cases: all metering equipment will be installed where it will be accessible to Distributor's personnel. Meters will be installed not more than six (6) feet and not less than five (5) feet above finished grade. Meter sockets shall not be recessed in structure wall and service conductors or conduits must be visible throughout their length from point of attachment to meter (except for portions of mast going directly through roof). Meter shall not be enclosed. Meter shall not be located where it will be subject to damage or where it constitutes a hazard to persons. Meters will not be permitted in carports, breezeways, stairways, or porches and shall not be installed in or over walkways. Only one service drop of a given voltage may be run to a building, and all meters shall be grouped in a single location.

MOUNTING METERING EQUIPMENT – Metering equipment shall be mounted firmly on its supporting wall. On wood, adequately sized wood screws shall be used. On metal siding, holes shall be drilled so that wood screws can make firm contact with the wood underneath. On block, stucco, concrete, brick, or masonry, either tamp-in anchors or toggle bolts are required for each socket, box, or cabinet. These shall be no smaller than one quarter (1/4) inch diameter and shall be rust resistant.

WIRING METERING EQUIPMENT – Metering equipment shall be wired in an approved and workmanlike manner. There shall be no splice in the service entrance conductors on the line side of the metering equipment. All electrical connections shall be made as tight as possible for good electrical conductivity. When aluminum conductors are used, an aluminum oxide inhibitor should be used in all terminals.

GROUNDING – All grounding shall comply with NEC regulations except that all metering equipment shall be grounded with a #4 solid copper conductor or larger. This connection may be made in the meter socket or in the service entrance equipment. In any building which has a metallic water system, the grounding conductor shall be connected to the cold-water line, with an approved driven electrode at least eight (8) feet long installed at the meter. Connection shall be made with an approved ground clamp.

EQUIPMENT AND ASSISTANCE - Metering equipment may be picked up at Distributor's local office. Assistance in spotting meter locations, locating service points and answering questions regarding these requirements may be had by contacting Distributor's local engineering Department. New installations and increasing electrical loads at existing installations should be reported to the Distributor's local Engineering Department in sufficient time to have Distributor's work done before customer needs service.

Failure to comply with any of the foregoing requirements will be cause for Distributor to withhold or discontinue service until condition has been corrected. All existing installations shall be brought up to these standards when any rewiring or remodeling is done.

All multiple metering installations must be prominently and adequately labeled and identified by customer.

OTHER REGULATIONS – The customer will also be required to adhere to all other rules and regulations adopted by the Distributor.

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 and authority as the present Rules and Regulations.

LEXINGTON ELECTRIC SYSTEM

UNDERGROUND SERVICE INSTALLATION SPECIFICATIONS

(Residential and Small General-Power Services)

This specification is to be used as a guideline to any Contractor or Homeowner who is requesting to be serviced via an underground (UG) service in the Lexington Electric System (LES) service area.

This specification applies to the installation of all UG services to residential and small general power services.

Any variances or waivers to this Specification must be approved by a member of the Engineering Staff of Lexington Electric System (LES) or the LES General Manager prior to underground installation.

SERVICE DELIVERY POINT - The “Service Delivery Point” defines the point in the service where LES’ ownership and maintenance responsibilities of the service distribution facilities stop and the Customer’s ownership and maintenance responsibilities start.

- A service-delivery point must be defined for each UG being installed.
- The “Service Delivery Point” will be defined by LES for each service location based on the characteristics and requirements of the service location.
- The ownership and maintenance of all electrical facilities on the LES “source-side” of the service-delivery point will be perpetually owned and maintained by LES after initial installation.
- All electrical facilities on the “load-side” of the service-delivery point will be owned and maintained by the customer.
- In most residential and small general power UG installations, the service-delivery point will be at the self-contained meter-base.
- The service-delivery point can be defined at an alternate location such as a ground vault junction point within the service or at a meter-base (or disconnect) mounted on a LES owned pole. LES Engineering should be consulted before installation about alternate service-delivery points.
- Generally, LES will inspect all ditches and conduits installed on the LES-side of the service-delivery point and the State Electrical Inspector will inspect all the electrical facilities on the load-side of the service delivery point.

METER-BASE PROVISION AND INSTALLATION – A self-contained meter-base (200Amp or 400Amp) for new residential and small general power services will be supplied by LES. Contact LES’ Engineering office for meter-base.

- Contact LES’ Engineering Department for assistance in spotting (planning) meter installation location, locating service delivery point(s), and answering questions regarding these requirements.
- The minimum underground service size that LES will service is a two hundred (200) amp
- The meter-base to be used must be approved by LES.
- The meter-base will be the type that has offset top lugs to one side of the base with a design to allow bottom-entry of LES’ wires offset to one side opposite from the meter socket. Additionally, the meter-base must be sized to accommodate the required diameter of conduit without reduction into the meter-base.

- Any Customer's facilities mounted near the meter-base (disconnects, troughs, load-panels, j-box, etc.) must be mounted in such a way to avoid interference with the vertically ascending conduit containing the LES conductors.
- Consult LES Engineering for approval prior to installing any alternate meter-base model, alternate meter-base style, gang-meter units, or meter-main combination units, etc.
- The installation location of the meter-base must meet all applicable code requirements including NEC, NESC, State of Tennessee, Local Codes, and LES requirements. Consult with LES Engineering Department for more details.
- LES will determine the location of all metering equipment on the customer's premises. The following rules will apply in most cases:
 - All metering equipment will be installed where it will be accessible to LES' personnel.
 - All meter-bases will be installed approximately 5 1/2 feet above finished grade.
 - Meter bases shall not be recessed in a structure wall and service entrance conduits must be visible throughout their length.
 - LES' meter shall not be enclosed.
 - LES' meter shall not be located where it will be subject to damage or where it constitutes a hazard to persons.
 - LES' meter will not be permitted to be installed in carports, breezeways, or stairways.
- New installations and increasing electrical loads at existing installations should be reported to the LES Engineering Department in sufficient time to have LES' work done before customer needs service.
- Failure to comply with any of the foregoing requirements will be cause for LES to withhold or discontinue service until condition has been corrected.
- All existing installations shall be brought up to these standards when any rewiring or remodeling is done.
- All multiple metering installations must be prominently and adequately labeled and identified

CUSTOMER AND LES' EQUIPMENT – The customer is required to provide, install, and maintain all wiring equipment beyond the point of LES' attachment (delivery point), except certain LES-owned equipment which may be issued to the customer for installation.

- Equipment issued by LES shall be used only at the location for which it was issued.
- LES owned equipment shall not be tampered with, altered, or moved without the express approval of LES.
- LES owned equipment removed from an installation shall be returned to LES without delay or shall be paid for by the customer or his contractor.
- No LES' seal may be cut or broken except by express permission of LES.
- Equipment issued and owned by LES will be maintained by LES without cost to customer except for instances involving overload or abuse of equipment.

INSTRUMENT TRANSFORMERS – LES will provide and install instrument metering (CT-metering) equipment for those services that LES determines instrument metering is required.

- Secondary services over 400amps in size will be instrument metered.
- Services with secondary voltages above 240 volts will be instrument metered.

- Additional cost to the Customer may result if instrumentation metering is required for their single-phase service or for a combined service with multiple delivery points.

WIRING METHODS – All Customer-owned wiring shall equal or exceed the minimum requirements of the current edition of the National Electrical Code (NEC), local ordinances, the State of Tennessee codes, and applicable LES regulations.

LES installs its facilities to comply with the National Electrical Safety Code (NESC).

EASEMENTS –In general, LES’ underground conductors should not cross property other than that being served without a written easement from the owner of that property.

Landownership often changes with time and to limit the potential for future conflicts between landowners, LES strongly recommends that no UG service installation be installed crossing any land owned by a third party.

Each Customer and any other affected third-party property owner may be asked to sign an easement covering his property prior to LES providing service across their property.

LES Management will determine and advise what easements and permissions are needed for each particular UG installation.

GENERAL REQUIREMENTS - RESIDENTIAL & SMALL GSA UG SERVICES –

- All UG services owned by LES will be installed in Conduit. Direct burial conductor will not be installed and owned by LES henceforth.
- Maximum distance of LES secondary service cable should not exceed 300 feet. Maximum distance shall be determined by voltage drop calculations.
- When a self-contained meter-base is installed on a residence, the “delivery point” for LES will be the line-side (source-side) terminal lugs in meter-base.
- When a self-contained meter-base is mounted on a pole, the customer shall furnish and install complete pole meter-service as well as the underground service from the meter base into their switch on the exterior wall of the dwelling.
 - **Exception:** The customer may, with LES approval, install an approved tap box (ground vault) and associated conduit on the residence and LES will terminate its service in the tap box.
- When single phase current transformer metering is required, the customer shall furnish and install complete service from LES transformer or secondary to his switch and/or building.
 - **Exception:** The customer may, with LES approval, install a U.L. approved tap box and associated conduit on the residence and LES will terminate its service in the tap box.
- LES will not in any circumstance extend its service inside the perimeter of a residence or terminate in customer’s switch inside a residence.
- The customer shall furnish all conduit, bends, etc., necessary to meet LES, State and National codes or regulations.
- LES will charge the Customer an initial one-time **underground service fee of \$1.00 per foot** with a minimum of \$100 per service.
- The customer will bear all cost of repairs to LES facilities if the damage occurred is done by the customer or the customer’s contractors.

- LES will only be responsible for refilling any ditches or holes dug by LES in the process of installing or repairing underground services. LES will not be liable for re-sodding grass or resetting flowers, shrubs, trees, etc.

GENERAL REQUIREMENTS – COMMERCIAL & INDUSTRIAL UG SERVICES –

- All UG services owned by LES will be installed in Conduit. Direct burial conductor will not be installed and owned by LES henceforth.
- Maximum distance of LES service cable should not exceed 300 feet. Maximum distance shall be determined by voltage drop calculations
- When current transformer metering is required for 401-amp services and above, the customer shall furnish and install complete service or services from LES transformer (or secondary) to his switch and/or building.
- LES will not in any circumstance extend its service inside the perimeter of a building or terminate in customers switch inside a building.
- The customer shall furnish all conduit, bends, etc., necessary to meet LES, State, and National Codes or Regulations.
- Industrial and Commercial services may require a three-phase service or otherwise may have individual or unique requirements. Consult with LES Engineering staff about your industrial and commercial services before installation of electrical services.

TRENCHING - The customer or customer's contractor will be responsible for opening and closing all ditches.

- All installed conduits must be inspected before the ditch is closed.
- Trenches that will contain LES-owned conductor will be inspected by LES
- Trenches that will contain Customer-owned conductor will be inspected by the State Electrical Inspector.

SEPARATION PRACTICES – Contractors and Homeowners should comply with the National Electrical Safety Code (NESC) for establishing UG separation between buried communications or utility lines, and buried electric supply cables.

- Generally, UG electrical facilities should be separated from any other UG facilities by not less than twelve (12) inches of well-tamped earth.

JOINT USE TRENCHES – Where it is necessary, LES may allow joint occupancy of communications/data cables.

- Telephone/communications/data cables shall be placed above supply cables observing the above "Separation Practices" in compliance with applicable codes.
- Under such conditions depth of burial for LES' secondary service conductors shall be modified to 36" inches below finished grade.

UG CONDUIT ON LES' SIDE OF DELIVERY POINT – All UG conduit installed on the LES side (source-side) of the service-delivery point will be inspected by LES and approved before closing the ditch (covering conduit)

- Coordinate scheduling of LES ditch inspections with LES Engineering Customer Service

- The customer should install all conduits in the ditch to a minimum depth of thirty (30) inches for all portions of the service that LES will own.
- The Customer will install a pull rope the full length of the run.
- The Customer will provide temporary seals at each end of the conduit to keep weather and other foreign materials out of conduit until conductor installed.
- The Customer will install a permanent red warning tape (ribbon) through the entire length of the ditch a depth of twelve (12) inches below grade in the same ditch as the conduit. LES will supply the red marking ribbon for the Customer to install.
- The State Electrical Inspector must inspect the service issuing a “Service-Release” or “Final” approval before LES’ crew arrives on-site to install the LES conductor.
- The Customer must install all conduit in the ditch with all joints glued from the meter base outlet to the LES pole.
- The Customer must anchor the meter-base and conduit to the exterior wall (or pole for pole meter-service) before LES comes to do the installation.
- For standard service with self-contained meters mounted on the structure, the Customer must install a conduit “stub-up”, turned up at the pole. The stub-up should extend out of the ground with a single 10ft vertical stick of conduit installed on the elbow extending above the ground.
- The conduit stub-up should be spaced off the face of the pole approximately 6 inches to accommodate aluminum stand-offs provided by LES. LES will attach additional standoffs and extend the service riser up to the pole.
- The customer shall have on the jobsite at the time of LES ditch inspection enough sticks of conduit to extend up the pole to an elevation a minimum of 40 forty inches above the communications cable zone. In most cases thirty-five (35) feet of conduit should be enough.
- The Customer will have on the jobsite at the time of LES ditch inspection a weather-head to match the conduit for LES to install on the conduit at the take-off pole.

Conduit Requirements For UG services less than 600 volts and larger than 400 amp owned by LES:

- The Customer will be required to supply conductor and conduit.
- The conduit size and detailed requirements will need to be specified based on the service requirements by LES Engineering Staff before conduit or service is installed.

Conduit Requirements For UG Service less than 600 volts, 400 amp or less owned by LES:

- The Customer will supply all conduit and LES will supply conductor.
- Conduit diameter will be three (3) inch minimum.
- All above ground conduit will be schedule eighty (80) PVC.
- All elbows will be factory made long-sweep schedule eighty (80) PVC.
- Below ground conduit may be schedule forty (40) PVC provided it does not pass under a building, driveway, or other structure.
- The customer shall have on the jobsite enough sticks of conduit to extend up the pole to an elevation a minimum of 40 forty inches above the communications cable zone. In most cases thirty-five (35) feet of conduit should be enough.
- The Customer will have on the job site a PVC weather-head to match the conduit for LES to install on the conduit at the take-off pole.

- LES will provide pole attachment standoffs and conduit straps for LES to attach the conduit to the LES pole.

CONDUIT PATH AND CHANGES IN DIRECTION - The conduit run should be as straight as possible from the LES service pole to the LES service delivery point.

- LES places limits on the amount of “bend” within the service conduit run. LES requires approval by LES Engineering to exceed 180 degrees of bend within a conduit run.
- LES will not approve more than 270 total degrees of bend in any conduit run.
- Any change of direction in excess of 180 degrees within the total run length must be limited to a long and gradual sweeping “bow” of the conduit with the “bow” starting and terminating at least 4 feet from either 90-degree bend.
- **LES greatly prefers the conduit run to have only 180 degrees of bend in the conduit run with only a 90-degree bend at the pole and a 90-degree bend at the structure.**
- If necessary, two 45-degree bends may be used to replace a single 90-degree bend provided that a straight section of conduit of 24 inches or longer separates the two 45-degree bends. Minimum cover requirements must be met in all cases.
- Conduit runs requiring more than 180 degrees of total bend will require special engineering and may require the installation of intermediate ground vaults or other pulling junctions as specified by LES Engineering Staff.

UG CONDUIT ON CUSTOMER’S SIDE OF DELIVERY POINT – All UG ditches on the load or customer-side of the service-delivery point will be inspected by the State Inspector and approved before closing the ditch (covering conduit).

- Any UG ditches where the Customer provides and owns the conductor will be inspected and approved by the State Inspector.
- Any UG ditch to be inspected by the State will require a State “rough-in” permit be purchased.
- Coordinate and schedule inspection directly with the State Inspector.

PRIMARY UG - For all primary UG services, conduit size and detailed requirements will need to be specified based on the service requirements by LES Engineering Staff before conduit or service is installed.

REVISIONS – These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice. Such changed, when effective, shall have the same force and authority as the present Rules and Regulations.

VARIANCES AND WAIVERS TO POLICIES - Any request for changes to any of the requirements in this policy must be authorized by the Engineering Department of Lexington Electric System or the General Manager.

LEXINGTON ELECTRIC SYSTEM RIGHT-OF-WAY GUIDELINES FOR LINE EXTENSIONS

It is the practice of Lexington electric System (LES) to provide electric service to its customers at the lowest rate possible. Consequently, the cost of providing electric service to new customers, subdivisions, and developments shall be shared by the customer requesting service.

The party requesting a new line extension shall obtain and provide to LES all necessary right-of-way easements. LES will not make payments for easements obtained and/or granted to LES by the customer.

LES will cut and/or trim all trees necessary within the easement of proposed new line extensions at no charge to the customer. The customer will be responsible for the disposal and/or removal of all right-of-way cut by LES personnel.

Pole locations for line extensions shall be determined by LES personnel. Line extensions will only be installed along a road, street, or driveway, which, in the opinion of a representative of LES, is adequate to give accessibility to LES line trucks and vehicles.

LEXINGTON ELECTRIC SYSTEM

RELOCATION OF LINES & EQUIPMENT OWNED BY LES

The following conditions shall be met before lines and equipment owned by Lexington Electric System (LES) are relocated at the request of customers and /or due to property improvement which would place Lexington Electric System in violation of code clearances as stated in the current edition of the National Electrical Safety Code. Property improvement is to include structures and ground improvements (landscaping).

1. Customer agrees to pay the total cost of relocating such lines and equipment if such relocation is not beneficial to improvement of facilities of LES or if in the opinion of LES management, is not cost effective to LES.
2. Customer is to grant LES necessary easements for its facilities.
3. Customer agrees to pay LES for all overtime work required for relocation.
4. All work done by customer must conform to all rules, regulations, policies, and codes that govern LES.
5. The customer may be required to pay the estimate before construction begins. Whenever the job is completed and actual cost is calculated, a refund will be made if the estimate is in excess of the actual cost.

LEXINGTON ELECTRIC SYSTEM

SIGN POLICY

As of October 2009, Lexington Electric System will no longer allow any signage on any poles, structures, or any other property owned by LES.

LEXINGTON ELECTRIC SYSTEM

ESCORT SERVICE POLICY

It is the policy and practice of Lexington Electric System (LES) to provide escort service at the request of individuals, contractors, and companies for the moving, transporting, and/or relocating of buildings and/or equipment as outlined below:

1. Requesting party agrees to pay the total LES labor, truck, and material cost for providing any and all escort service of buildings or equipment under LES's lines and facilities, meeting national, state, and local codes and regulations.
2. Customer agrees to pay LES for all overtime work required.
3. All permits required by State and local governments shall be acquired by requesting party and copies of same furnished to LES before work begins.
4. All work of requesting party must conform to all rules, regulations, policies, and codes of Federal, State, and local governments, and LES.
5. The customer requesting escort service shall pay the estimated cost before work begins. After the job is completed and actual cost is calculated, a refund of the excess payment will be issued or an additional billing will be made for the unpaid balance.
6. Customer shall contract with cablevision and telephone companies for all cost and escort service associated with their lines and equipment that have less ground clearance than those of LES.

This policy is to ensure that LES' costs incurred on projects that are non-revenue producing and outside the scope of supplying electric service will not be paid by LES customers and ratepayers. Also, this will provide equality in the expenditure on behalf of LES customers and assure them of the lowest possible electrical rates.

LEXINGTON ELECTRIC SYSTEM

FIRE CALL POLICY

Policy: The following procedure should be used when disconnecting service because of fire:

1. If fire is burning out of control, pull the meter and install glass cover.
2. If burning near service, cut service down.
3. If small fire, check with Fire Chief before removing meter and/or remove at customer's request and/or remove if LES employee has knowledge of electrical wiring damage.
4. If meter is pulled, do not put back on and disconnect service.
5. Firemen have permission to pull meters in emergencies. Install glass cover if meter is pulled.
6. Lexington Electric System will reconnect service only after owner has requested and received an electrical inspection by the Deputy State Wiring Inspector.

LEXINGTON ELECTRIC SYSTEM

LIFE SUPPORT POLICY

This program is provided as a service to customers with electrical life support systems. This is an attempt to limit the impact of power failures or planned interruptions to these customers.

Customers may request to be added to the life support list by having their physician complete a Lexington Electric System's Necessity Form for Life Sustaining Alternating Current Electrical Devices.

1. The customer may be required to update this form annually. There will be no cost for this program.
2. This will allow the customer an additional notice to a third-party caretaker or other party designated by the customer in the event of disconnection for nonpayment.
3. This will also place the customer on a priority list in the event of power outages due to weather or in the event of planned power outages.
4. The customer on the life support program should understand that they are still responsible for paying their electric bill.
5. A customer on the life support program may be entitled to make arrangements to pay in the event their bill is delinquent by telephoning or coming to the Lexington Electric System office. A three (3) day postponement period will be granted if approved by Lexington Electric System management.
6. Reconnection fees apply to the life support program in the event of disconnection.
7. Due to Lexington Electric System contract with TVA, Lexington Electric System is required to charge all customers for electric service. There are several agencies that provide funds to customers who are unable to pay their electric bill. Lexington Electric System will be glad to furnish a list of those agencies to a customer.

LEXINGTON ELECTRIC SYSTEM
NECESSITY FORM FOR LIFE SUSTAINING
ALTERNATING CURRENT ELECTRICAL DEVICES

Patients Name: _____
(Please Print Patients Name)

Patients Address: _____

PATIENT MEDICAL AUTHORIZATION

By my signature below, I hereby authorize my physician or nurse practitioner to furnish to Lexington Electric System, 92 South Main Street, Lexington, Tennessee 38351, the information requested below. I also waive all privileges and confidentiality which may exist in the doctor/patient relationship so as to permit the release of all information required by Lexington Electric System. I further release my physician or nurse practitioner and Lexington Electric System from all claims that I have or may claim to have for invasion of privacy or providing information protected under the HIPPPA Privacy Standards. I further agree to hold Lexington Electric System harmless from any claims and damages for injury or death resulting from or related to termination of electrical service at the address shown above should payment for past due bills not be made in full within three days of Lexington Electric System's delivery of notice that Customer's electric account is past due and subject to termination.

Date: _____ Patient or Legal Guardian Signature: _____

CUSTOMER'S ACKNOWLEDGEMENT

I have been informed by Lexington Electric System that submittal of this form will not release me from my responsibility for paying my electric bill and any service fees in full. I agree to hold Lexington Electric System harmless from any claims and damages to property and for injury or death resulting from or related to termination of electrical service at the address shown above should payment for past due bills not be made in full. I acknowledge that it is my responsibility to arrange for the transfer of the above named patient to another location in the event that I cannot make payment in full within three days of Lexington Electric System's delivery of notice that my electric account is past due and subject to termination.

Date: _____ Customer Name: _____
(Please Print Customer Name)

Phone No: _____ Customer Signature: _____

PHYSICIAN: PLEASE CAREFULLY READ AND COMPLETE ALL QUESTIONS IN THIS SECTION

This section of the certification can only be completed by a medical doctor or nurse practitioner, and is applicable only for the use of alternating current electrical devices required to sustain life. This form should not be certified when applicable to the use of battery powered direct current devices, or simply for the personal comfort or convenience of the patient. The completed form must be faxed from the physician's office to Lexington Electric System at 731-968-8988, or emailed from the physician's office to Lexington Electric System at mrhodes@lexingtonelectric.com.

I am a physician/nurse practitioner (circle one) licensed in the State of _____. The above named person is a patient of mine and is presently under my care and treatment. The above named patient is suffering from a medical condition that requires that patient to use the following life-sustaining alternating current electrical devices(s) or equipment.

Type of Device or Equipment: _____

In my opinion, the termination of electrical service at the present time would result in an immediate life-threatening condition for the above named patient. My opinion is based upon my reasonable degree of medical certainty.

Date: _____ Physician Name: _____
(Please Print Physician Name)

Phone No: _____ Physician Signature: _____

The information below is to be completed by Lexington Electric System

Location ID #: _____ Customer#: _____

LEXINGTON ELECTRIC SYSTEM

FIBER CONSTRUCTION POLICY

NON-LES CUSTOMERS

Lexington Electric System understands there are certain instances where a non-LES customer may request broadband services through its broadband division, known as LexNet.

Examples of a non-LES customer include, but are not limited to the following:

- a. Any person(s) residing in LES' service territory who has opted to generate and/or provide their own source of electrical power which is not distributed or supplied by LES
- b. A person or residence who is a customer of a neighboring electric utility to LES

In order for a non-LES customer residing in LES' service territory to obtain LexNet's service offerings, the following criteria must be met:

- a. A representative of LES must visit the property of the person(s) requesting LexNet's service offerings to determine what materials and labor will be required to complete the installation. The LES staff will then create a cost estimate for the work to be completed.
- b. The person(s) requesting LexNet's service offerings will be required to pay the aid-to-construction cost estimate prior to any construction beginning.
- c. Prior to any construction beginning, the person(s) requesting LexNet's service offerings must also sign a waiver giving the LES staff consent to access the fiber optic facilities on the customer's property at any time for the purpose of inspecting, repairing, maintaining, or removing the facilities owned by LES and LexNet.
- d. Once construction of the fiber optic facilities is completed, the actual cost of the job will be calculated. If the person(s) requesting LexNet's service offerings paid more than the actual cost of construction, the difference in cost will be reimbursed back to the customer.

Currently, Tennessee Code § 7-52-601 restricts a municipal electric system from providing broadband services outside of their existing service territory; therefore, LES does not offer construction of fiber optic facilities to any person(s) residing outside of the LES service territory for the purpose of distributing LexNet's service offerings.

LEXINGTON ELECTRIC SYSTEM
LES/LexNet EQUIPMENT ACCESS FORM
NON-LES CUSTOMERS

Name: _____

Service Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Mailing Address Information:

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

The undersigned agrees to permit authorized agents of LES/LexNet free access to the property and premises of the consumer for the purpose of inspecting, reading, repairing, or removing property of LES/LexNet. Free access will include maintenance of lines, poles, right-of-way trimming, etc.

Signed: _____ Date: _____

LEXINGTON ELECTRIC SYSTEM
APPLICATION FOR CONDITIONAL ELECTRIC SERVICE

Lexington Electric System
Lexington TN

Date _____

To Whom It May Concern:

The undersigned owner desires to make improvements and/or repairs in certain parts of the electrical wiring of his premises to be supplied on a conditional basis during and after completion of work on the proposed improvements and/or repairs, pending inspection and approval of same by the State Deputy Wiring Inspector.

The owner and the undersigned wiring contractor warrant that said premises have been or will be wired in accordance with the safety requirements of the latest Edition of the National Electrical Code and the latest Edition of Regulation 15, Regulation Relating to Electrical Installations in the State of Tennessee.

The owner understands that service supplied under this application is conditional upon his reporting the work of wiring improvement and/or repair at said premises as ready for inspection within _____ days following the date shown below that service was connected. The owner further understands and agrees that his failure to report said improvement and/or repair work ready for inspection within the time period specified will result in an inspection being made by the State Deputy Wiring Inspector at the request of Lexington Electric System, with the expense of same to be paid by owner, and with continuation of service thereafter to be determined by established policy of Lexington Electric System as it applies to approval or rejection by the Inspector.

The parties hereto hereby release Lexington Electric System from any and all liability of every kind and nature for damage which may occur from defective wiring of said premises, or from failure to inspect said wiring, and hereby agree to hold Lexington Electric System harmless from any and all such liability.

Location of Premises _____

Signed: _____
Owner Address

Signed: _____
Contractor-Electrician Address

.....
Space Below for Lexington Electric System Use Only

Date Service Connected LES Employee
Route & Acct Number _____



• 92 South Main Street • P.O. Box 219 • Lexington, TN 38351 • Telephone: 731-968-3662 • Fax: 731-968-8988 •

[Current date]

[Customer]

[Address]

[City], [State] [Zip]

Dear [Customer];

We have yet to receive your payment for your current electric bill, account number [Account Number], in the amount of \$[Past Due] which is now past due, and your electrical service is subject to disconnection due to non-payment. Due to your medical necessity form on file with Lexington Electric System, we have not disconnected your services today. Please note that you have three additional days to make your payment in full before your services are discontinued as required by Lexington Electric System's Delay of Service Discontinuance Due to Medical Reasons policy. Under this policy you have until [CutoffDate] before your services will be discontinued.

Should you not be able to pay your bill in full by 2:00pm on [CutoffDate], you should make arrangements for the medical necessity person living at your address to be relocated.

If you have any questions, please call 731-968-3662 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Sincerely,

Molly Rhodes
Office Manager