

**TULLAHOMA UTILITIES BOARD
SCHEDULE OF RULES AND REGULATIONS
FOR UTILITY SERVICE
Revised: January 26, 2016**

1. **Application for Service.** Each prospective Customer is required to apply for service using Tullahoma Utilities Board's (TUB's) standard form before service is supplied.

2. **Deposit.** A deposit or suitable payment guarantee may be required of any customer before service is provided. Upon termination of service, the deposit will be applied by TUB against unpaid bills of customer, and if any balance remains after such application is made, said balance shall be refunded to customer. Customers may request that their deposits be refunded or applied after establishing a good payment history of 24 consecutive months (not paying later than the due date and no returned checks). Additional information regarding deposits may be found in Policy G-006.

2. **Point of Delivery.** The point of delivery is the point, as designated by TUB, on customer's premises where service is to be delivered to customer's connection point. All facilities beyond this point of delivery shall be provided and maintained by customer at no expense to TUB.

3. **Customer's Wiring/Standards.** All electrical wiring of customer must have been inspected and approved by a representative of the state of Tennessee and or city of Tullahoma as required prior to service being provided.

4. **Inspections.** TUB 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 TUB's standards, but such inspection or failure to inspect or reject shall not render TUB liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of TUB's rules, or from accidents which may occur upon customer's premises.

5. **Underground Electrical Service Lines.** Customers desiring underground electrical service must bear the excess cost (over the standard overhead service) incident thereto. Specifications and terms for such construction will be furnished by TUB on request.

6. **Customer's Responsibility for TUB's Facilities.** All meters, service connections, and other equipment furnished by TUB shall be, and shall remain, the facilities of TUB. Customer shall provide a space for and exercise proper care to protect the facilities of TUB on its premises, and in the event of loss or damage to TUB's facilities arising from neglect of customer to care for same, the cost of the necessary repairs or replacements shall be paid by customer.

7. **Right of Access.** Customer covenants with TUB that, as a condition of receiving and continuing to receive service, the customer shall provide TUB's identified employees safe and unrestricted access to customer's premises and TUB's equipment at all reasonable times for the

purpose of reading meters, testing, repairing, removing, or replacing any or all equipment belonging to TUB.

8. **Billing.** Bills will be rendered monthly and shall be paid at the office of TUB or at other locations designated by TUB. Failure to receive a bill will not release customer from payment obligations. Should bills not be paid by due date specified on bill, TUB may at any time thereafter, upon proper notice to customer, discontinue service. Payment not received in TUB's office on or before the due date specified on the bill will be subject to additional charges. Should the due date of the bill fall on a weekend or holiday, the business day next following the due date will be held as a day of grace for delivery of payments. Additional information regarding billing may be found in Policy G-005.

9. **Discontinuance of Service by TUB.** TUB 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. TUB will discontinue service to customer for the theft of water or power or the appearance of theft devices on the premises of customer. The discontinuance of service by TUB for any cause as stated in this rule does not release customer from his obligation to TUB for the payment of minimum bills that may be specified in a service contract with customer. Additional information regarding disconnection of service may be found in Policy G-004.

10. **Connection, Reconnection, and Disconnection Charges.** TUB 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.

11. **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 a contract specifies otherwise. Notice to discontinue service prior to expiration of contract terms will not relieve customer from any minimum or guarantee payment under any contract or rate.

12. **Service Charges for Temporary Service.** Customers requiring service on a temporary basis may be required by TUB to pay all costs for connection and disconnection incidental to the supplying and removing service. This rule applies to circuses, carnivals, fairs, fireworks vendors, temporary construction, and etc. It also applies to commercial and industrial accounts of less than 30 days duration.

13. **Interruption of Electrical Service.** TUB 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 facilities resulting from interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

14. Shortage of Electricity. In the event of an emergency or other condition causing a shortage in the amount of electricity available for TUB to meet the demand on its system, TUB may, by an allocation method deemed equitable by TUB, 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 allocations or restrictions, TUB 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.

15. Voltage Fluctuations Caused by Customer. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to TUB's system. TUB may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

16. Additional Load. The service connections, transformers, meters, and equipment supplied by TUB for each customer have definite capacity, and additions to the equipment or load connected thereto will not be allowed except by consent of TUB. Failure to give notice of additions or changes in load, and to obtain TUB's consent for same, shall render customer liable for any damage to any of TUB's lines or equipment caused by the additional or changed installation.

17. Stand-by and Resale Service. All purchased service (other than emergency or stand-by service) used on the premises of customer shall be supplied exclusively by TUB, and customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the service or any part thereof.

18. Notice of Trouble. Customer shall notify Tub immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.

19. Non-Standard Electrical Service. Customer shall pay 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.

20. Meter Tests. TUB will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. TUB will make additional tests or inspections of its meters at the request of customer. If tests made at customer's request shows that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in customer's bill, and TUB'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 TUB.

21. Relocation of Outdoor Lighting Facilities. TUB shall, at the request of customer, relocate or change existing TUB-owned equipment if it is feasible as determined by TUB staff. Customer shall reimburse TUB for such changes at actual cost including appropriate overheads.

23 Location of TUB Facilities. In no case shall customer, or an agent of customer, build any facility that will impede access to TUB's facilities, including meters. No meter shall be enclosed in a room addition, porch, deck, etc. In the event that this happens, TUB will give notice to customer that the meter or other facility must be moved at customer expense to an acceptable location or service will be terminated.

24 Scope. This Schedule of Rules and Regulations is part of all contracts for receiving service from TUB, and applies to all service received from TUB, whether the service is based upon contract, agreement, or signed application. A copy of this schedule, together with copies of TUB Schedules of Rates and Charges, shall be kept open to inspection at the offices of TUB. Additional information regarding information to customers may be found in Policy G-002.

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

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

27 AMI. TUB customers are required to have an Automated Metering Infrastructure (AMI) meter to receive services from TUB unless they have requested to opt-out of using this type of meter. AMI metering opt-out is considered a special service requiring payment to cover its expenses. The customer cost to opt-out is found in the TUB rate schedule. Additionally, opt-out customers must pay the "on-peak" rate for all power metered during the billing period. This Automated Metering Infrastructure provision shall be reviewed by the Board in January of each year.