

**TULLAHOMA UTILITIES AUTHORITY
SCHEDULE OF RULES AND REGULATIONS
FOR UTILITY SERVICE**

Revised: March 27, 2012

1. **Application for Service.** Each prospective Customer is required to apply for service using Tullahoma Utilities Authority's (TUA'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 TUA 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).

2. **Point of Delivery.** The point of delivery is the point, as designated by TUA, 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 TUA.

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.** TUA 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 TUA's standards, but such inspection or failure to inspect or reject shall not render TUA liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of TUA'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 TUA on request.

6. **Customer's Responsibility for TUA's Facilities.** All meters, service connections, and other equipment furnished by TUA shall be, and shall remain, the facilities of TUA. Customer shall provide a space for and exercise proper care to protect the facilities of TUA on its premises, and in the event of loss or damage to TUA'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 TUA that, as a condition of receiving and continuing to receive service, the customer shall provide TUA's identified employees safe and unrestricted access to customer's premises and TUA's equipment at all reasonable times for the purpose of reading meters, testing, repairing, removing, or replacing any or all equipment belonging to TUA.

8. **Billing.** Bills will be rendered monthly and shall be paid at the office of TUA or at other locations designated by TUA. Failure to receive a bill will not release customer from payment obligations. Should bills not be paid by due date specified on bill, TUA may at any time thereafter, upon proper notice to customer, discontinue service. Payment not received in TUA'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.

9. **Discontinuance of Service by TUA.** TUA 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. TUA 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 TUA for any cause as stated in this rule does not release customer from his obligation to TUA for the payment of minimum bills that may be specified in a service contract with customer.

10. **Connection, Reconnection, and Disconnection Charges.** TUA 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 TUA 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.** TUA 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 TUA to meet the demand on its system, TUA may, by an allocation method deemed equitable by TUA, 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, TUA 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 TUA's system. TUA 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 TUA for each customer have definite capacity, and additions to the equipment or load connected thereto will not be allowed except by consent of TUA. Failure to give notice of additions or changes in load, and to obtain TUA's consent for same, shall render customer liable for any damage to any of TUA'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 TUA, 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 TUA 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. TUA will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. TUA 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 TUA'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, and 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 TUA.

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

23 Location of TUA Facilities. In no case shall customer, or an agent of customer, build any facility that will impede access to TUA's facilities, including meters. No meter shall be enclosed in a room addition, porch, deck, etc. In the event that this happens, TUA 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 TUA, and applies to all service received from TUA, whether the service is based upon contract, agreement, or signed application. A copy of this schedule, together with copies of TUA Schedules of Rates and Charges, shall be kept open to inspection at the offices of TUA.

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. TUA customers are required to have an Automated Metering Infrastructure (AMI) meter to receive services from TUA 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 TUA 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.