

Schedule of Rules and Regulations
Revised March 2017

1. **Application for Service:** 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. Each prospective Customer will be provided the opportunity to receive the Schedule of Rules and Regulations, Schedule of Fees and Charges, along with the DISTRIBUTORS, Schedule of Rates and Charges upon application for electric service.

2. **Deposit:** A deposit or suitable guarantee (see schedule of fees and charges) shall be required of any Customer before electric service is supplied. DISTRIBUTOR may, at its option, return deposit to customer after one year. Upon termination of service, deposit may be applied by DISTRIBUTOR against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. More information on deposits can be found in the Deposit Policy for Residential and the Deposit Policy for Commercial Accounts.

3. **Point of Delivery:** The Point of Delivery is the point, as designated by DISTRIBUTOR, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the Customer.

4. **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.

5. **Inspections:** DISTRIBUTOR shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with DISTRIBUTOR's standards; Such inspection or failure to inspect or reject shall not render DISTRIBUTOR liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of DISTRIBUTOR's rules, or from accidents which may occur upon Customer's premises.

6. **Underground Service Lines:** Customers desiring underground service lines from DISTRIBUTOR's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by DISTRIBUTOR on request.

7. **Customer's Responsibility for DISTRIBUTOR's Property:** All meters, service connections, and other equipment furnished by DISTRIBUTOR shall be, and remain, the property of the DISTRIBUTOR. Customer shall provide a space for, and exercise proper care to protect, the property of DISTRIBUTOR on its premises; 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.

8. **Right of Access:** DISTRIBUTOR's identified employees shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to DISTRIBUTOR.

9. **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 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 the *Schedule of Rates and Charges*. Should the final date for payment of the bill at the net rates 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. Bills that are paid after the due date on the billing statement will be subject to an additional charge of 5%.

10. Discontinuance of Service by DISTRIBUTOR: The DISTRIBUTOR may refuse to connect or may discontinue service for the violation of its *Rules and Regulations* or for violation of any of the provisions of the *Schedule of Rates and Charges*, or 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. 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. A Customer or household may not be eligible for electric service under any name other than his own except by specified approval of the Superintendent. DISTRIBUTOR will provide a separate late notice via the subsequent bill that includes the past due amount and date Customer is subject to be cut-off. On the date of the cut-off a door hanger notice may also be provided. The separate notice will include DISTRIBUTOR'S phone number, so that customers can be provided information on their rights and remedies to discuss a bill with the DISTRIBUTOR. More information on Discontinuance of Service by DISTRIBUTOR can be found in the Medical Hardship Guidelines and Procedures and the Working cut-off's during extreme weather conditions Guidelines and Procedures.

11. Reconnect Charge: Whenever service has been discontinued by DISTRIBUTOR, as provided above, a charge of not less than one dollar (\$1.00) may be collected by DISTRIBUTOR before service is restored.

12. Termination of Contract by Customer: Customers who have fulfilled their contract and wish to discontinue service must give at least three (3) days written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

13. Service Charges for Temporary Service: Customer requiring electric service for a period not exceeding thirty (30) days may be required by DISTRIBUTOR to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

14. Interruption of Service: The DISTRIBUTOR will use reasonable diligence to provide a regular and uninterrupted supply of current, but in case the supply of current should be interrupted for any cause, DISTRIBUTOR shall not be liable for damages resulting therefrom.

15. Fluctuation or Disturbances 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.

16. 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 damage to any of DISTRIBUTOR's lines or equipment caused by the additional or changed installation.

17. 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.

18. 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.

19. Non-Standard Service: The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

20. (A) Meter Tests: DISTRIBUTOR will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. DISTRIBUTOR will make additional tests or inspections of its meters at the request of Customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the Customer's bill and the testing charge will be paid by the Customer. In case the test shows 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 days (30) prior to date of such test, and cost of making test shall be borne by DISTRIBUTOR.

20. (B) INCORRECT CUSTOMER BILLING: If DISTRIBUTOR determines a CUSTOMER, has been incorrectly billed for utility services, except as provided for electric meter test (see rules and regulations No. 20A), then such incorrect billing shall be adjusted for either overbilling or underbilling. After a determination of overbilling or underbilling for services has been made by the DISTRIBUTOR, an adjustment for overbilling or underbilling shall be for any known or unknown causes (with the exception of meter tests) which result in incorrect bills for utility services including but not limited to incorrect constants, failure of current and potential transformer equipment, failure of any other related equipment, improper billing procedures, and any other causes which result in incorrect billing for services to the customer. The period of adjustment for any underbilling or overbilling shall be based upon the period of time during which said underbilling or overbilling occurred subject only to the applicable period of limitations under state law.

21. 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 offices of DISTRIBUTOR. Furthermore, DISTRIBUTOR will provide information regarding rates, rate adjustments, services practice policies, and guidelines to customers via website – www.lburgus.com, local radio announcements, messages included on Customers utility bill, and through advertisements in the local newspapers. Upon request by the customer, DISTRIBUTOR will make available a customer's energy consumption data for the past 12 months' period.

22. 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 or not the service is based upon contract, agreement, signed application or otherwise.

23. Revision: 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*.

24. Conflict: In case of conflict between any provision of any rate schedule and the *Schedule of Rules and Regulations*, the rate schedule shall apply.

25. TVA Complaint Resolution Process: In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the DISTRIBUTOR. If the dispute is not resolved, the DISTRIBUTOR will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.