

# TUSCUMBIA UTILITIES

## SCHEDULE OF RULES AND REGULATIONS

### **Application for Service and Deposits:**

The TUSCUMBIA UTILITIES **Billing and Collection Policy**, Item I “General Procedures” and **Service Charge Schedule** will be followed concerning these items.

### **Point of Delivery:**

The point of delivery is the point, as designated by TUSCUMBIA UTILITIES, where services are to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to TUSCUMBIA UTILITIES.

### **Customer’s Wiring Standards:**

All wiring of Customer must comply with the standards set forth by the National Electrical Code, National Electrical Safety Code, the State of Alabama Fire Marshall Regulations, and by local and county codes. The National Electrical Code and National Electrical Safety Code are superseded by the state or local codes if it is not as stringent, but in all cases are the minimum acceptable standards. All meter locations, for both underground and overhead services, must be approved by a representative of TUSCUMBIA UTILITIES. TUSCUMBIA UTILITIES shall not be obligated to provide protective equipment for the Customer’s lines, facilities, or equipment, and the Customer shall provide such protective equipment as necessary for the protection of its own property and operations.

### **Inspections:**

TUSCUMBIA UTILITIES 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 TUSCUMBIA UTILITIES’s standards; but such inspection or failure to inspect or reject shall not render TUSCUMBIA UTILITIES liable or responsible for any loss or damage resulting from defects in the installation wiring, or appliances, or from violation of TUSCUMBIA UTILITIES rules, or from accidents which may occur upon the Customer’s premises. An inspection certificate from the City of Tusculmbia Electrical Inspector is required before any new service is connected.

### **Underground Service Lines:**

Customers desiring underground service lines from TUSCUMBIA UTILITIES overhead system must bear the excess cost incident thereto. TUSCUMBIA UTILITIES, upon request, will furnish specifications and terms for such construction.

### **Service to New Subdivisions:**

In new subdivisions developers must provide TUSCUMBIA UTILITIES with proper easements and right-of-ways in order to obtain electric service. When all easements and right-of-ways have been secured, TUSCUMBIA UTILITIES will install overhead electric service according to the Fee Schedule. Underground service may be obtained in accordance with TUSCUMBIA UTILITIES’s policies regulating residential underground services.

### **Customer’s Responsibility for TUSCUMBIA UTILITIES Property:**

All meters, service connections, and other equipment furnished by TUSCUMBIA UTILITIES shall be, and remain, the property of TUSCUMBIA UTILITIES. Customer shall provide a space for and exercise proper care to protect the property of TUSCUMBIA UTILITIES on its premises and, in the event of loss or damage to TUSCUMBIA UTILITIES’s property arising from neglect of Customer to care for the same, the cost of the necessary repairs or replacements shall be paid by Customer. Customer shall control new and existing trees and shrubbery and placement of obstructions so as to prevent interference with utility lines and other

**TUSCUMBIA UTILITIES** facilities. In the event such facilities are interfered with, **TUSCUMBIA UTILITIES** reserves the right to trim or remove such obstructions. In the event that facilities are entered into, tampered with in such a way as to allow any service to be illegally consumed, or the measurement of that usage to be impaired, a tampering fee as described in “**TUSCUMBIA UTILITIES Service Charge Schedule**” will be assessed to the **Customer** of record and/or the occupant of the property where such tampering occurred, and the **Customer** of record and/or occupant of the property shall indemnify **TUSCUMBIA UTILITIES** for its estimated loss of revenue, if any, resulting there from, as well as against any death, injury, loss or damage resulting there from, including but not limited to **TUSCUMBIA UTILITIES**’s cost of repairing, replacing, or relocating any such facilities.

**Right of Access:**

**TUSCUMBIA UTILITIES**’s identified employees shall have right of 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 **TUSCUMBIA UTILITIES**. **TUSCUMBIA UTILITIES** may, at its discretion, utilize or upgrade existing facilities on **Customer**’s property for the additional purpose of serving other properties.

**Billing, Late Payments, and Disconnections**

Items II, III, IV, and V of the **TUSCUMBIA UTILITIES Billing and Collection Policy** and **Service Fee Schedule** will be followed concerning these items.

**Termination of Contract by Customer:**

**Customers** who have fulfilled their contract terms and wish to discontinue service must give at least (3) days written notice to that effect, unless contract specified 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.

**Service Charges for Temporary Service:**

**Customer** requiring electric service on a temporary basis may be required by **TUSCUMBIA UTILITIES** 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.

**Interruption of Service:**

**TUSCUMBIA UTILITIES** 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.

**Shortage of Electricity:**

In the event of an emergency or other condition causing a shortage in the amount of electricity needed by **TUSCUMBIA UTILITIES** to meet the demand on its system, **TUSCUMBIA UTILITIES** may, by an allocation method deemed equitable by **TUSCUMBIA UTILITIES**, 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, **TUSCUMBIA UTILITIES** 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.

**Voltage Fluctuations or Disturbances Caused by Customer:**

Electric service must not be used in such manner as to cause unusual fluctuations, harmonic disturbances, or other disturbances to the **TUSCUMBIA UTILITIES** system. **TUSCUMBIA UTILITIES** may require **Customer**, at this own expense, to install suitable apparatus, which will reasonably limit such fluctuations and/or correct the problem (s).

**Additional Load:**

The service connection transformers, meters and equipment supplied by **TUSCUMBIA UTILITIES** for each **Customer** have definite capacity and no addition to the equipment or load connected thereto will be allowed except by consent of **TUSCUMBIA UTILITIES**. Failure to give notice of additions or changed in load, and to obtain **TUSCUMBIA UTILITIES** consent of same, shall render **Customer** liable for any damage to any of **TUSCUMBIA UTILITIES**'s lines or equipment caused by the additional or changed installation.

**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 **TUSCUMBIA UTILITIES**, and **Customer** shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric or any part thereof.

**Notice of Trouble:**

**Customer** shall notify **TUSCUMBIA UTILITIES** 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.

**Non-Standard Service:**

**Customer** shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

**Meter Tests:**

**TUSCUMBIA UTILITIES** will, at its own expense and discretion, make tests and inspections of its meters in order to maintain a high standard of accuracy. **TUSCUMBIA UTILITIES** will make additional tests or inspections of its meters at the request of **Customer**. The **Customer** may be required to pay meter test fee as set out in "**TUSCUMBIA UTILITIES Service Charge Schedule**" in order to get a meter tested. If the test shows that the meter is inaccurate the fee will be refunded. If the test shows that the meter is accurate the **Customer** will forfeit the fee.

**Relocation of Outdoor Electrical Facilities:**

**TUSCUMBIA UTILITIES** shall, at the request of the **Customer**, relocate or change existing **TUSCUMBIA UTILITIES** owned equipment if practicable. **Customer** shall reimburse **TUSCUMBIA UTILITIES** for such changes actual cost, including appropriate overheads.

**Scope:**

This **Schedule of Rules and Regulations**, **the Billing and Collection Policy**, and the **Service Charge Schedule** are all a part of all contracts for receiving electric services from **TUSCUMBIA UTILITIES**, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of **TUSCUMBIA UTILITIES Schedule of Rates**, **Billing and Collection Policy** will be available upon request.

**Revisions:**

These Rules and Regulations and Service Policy 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 and Service Policy.

**Conflict:**

In case of conflict between any provision of any rate schedule and the **Schedule of Rules and Regulations** and **Billing and Collection Policy**, the rate schedule shall apply.

These basic Rules and Regulations are subject to further interpretation; definition and specifications as set forth in the Service Policies of **TUSCUMBIA UTILITIES**. In case of conflict between the Rules and Regulations and either the published rate schedules or the Service Policies, the order of application shall be first the rate schedule, secondly the Rules and Regulations, and then the Service Policies.