



Electric Division Service Procedures (November 2021)

KNOXVILLE UTILITIES BOARD

KNOXVILLE, TENNESSEE

ELECTRIC DIVISION SERVICE PROCEDURES

I. SCOPE

The provisions of the *Electric Division Rules and Regulations* (“*Rules and Regulations*”) and these *Electric Division Service Procedures* (“*Service Procedures*”) shall apply to every *person* now or hereafter receiving *electric service* from *KUB*, and the acceptance of *electric service* shall constitute the *customer's, user's*, and if a different *person*, owner's agreement to be bound by the *Rules and Regulations* and these *Service Procedures*, provided however, that nothing contained in the *Rules and Regulations* and/or these *Service Procedures* shall affect or prejudice any rights of *KUB* under any existing contract, actual or implied, nor release or discharge any existing obligation to *KUB*.

All provisions of the *Rules and Regulations* and these *Service Procedures* affecting health and safety, including (without limitation) all provisions relating to inspection, general safety precautions for utilization, operation and maintenance of *KUB's electric system*, and rules governing installations, are for the guidance and benefit of *customers, users*, and if a different *person*, owners, and *KUB* shall not be responsible for the health and safety thereof, but *KUB* reserves the right, in its discretion, to refuse to furnish *electric service*, or to terminate *electric service*, where the *customer, user*, and if a different *person*, owner fails to comply therewith.

If any clause, sentence, paragraph, section or part of the *Rules and Regulations, Service Procedures* or *KUB's Electric Division Rate Schedules* (“*Rate Schedules*”) shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of the *Rules and Regulations, Service Procedures* or *Rate Schedules*.

KUB's Rules and Regulations, Service Procedures and *Rate Schedules* shall be applied without regard to race, color, age, religion, sex, or national origin.

These *Service Procedures* shall become effective on the date they are adopted by the *President and CEO* of *KUB*.

II. DEFINITIONS

The terms used in these *Service Procedures* shall have the same meanings as set forth in the *Rules and Regulations* of which the *Rules and Regulations* are incorporated herein by reference, unless these *Service Procedures* clearly indicate a different intention.

Wherever the context shall require, words used herein in the singular shall include the plural, words used in the plural shall include the singular, words used in the masculine shall include the feminine, and words used in the feminine shall include the masculine.

Board shall mean the *KUB Board* of Commissioners, as appointed from time to time by the Mayor and City Council of the City of Knoxville, Tennessee.

Chief Executive Officer or President and CEO shall mean the *President and Chief Executive Officer* of the *Knoxville Utilities Board*.

Chief Operating Officer or COO shall mean the *Chief Operating Officer* of the *Knoxville Utilities Board*. The *COO*, subject to the supervision of the *CEO*, shall administer, implement, and enforce the provisions of the *Rules and Regulations*.

City shall mean the City of Knoxville, Tennessee.

Commercial and industrial use shall mean all uses with the exception of *domestic use* as defined in the *Rules and Regulations*.

Connection shall mean any physical tie or hookup made to the *KUB electric system*.

Contribution in Aid of Construction (CIAC) shall mean a payment required of the *customer* for the extension of *KUB's electric system*.

Customer shall mean any *person* who receives *electric service* from *KUB* under either an express or implied contract requiring such *person* to pay *KUB* for such service. The term shall also include illicit *users* of *electric service* from *KUB*.

Domestic use of the *electric system* shall be defined and limited to single-family, multifamily, apartment or other *dwelling unit* or *dwelling unit equivalent* connecting to *KUB's electric system* and used for residential purposes only.

Dwelling unit shall mean any structure occupied by one or more *persons* of a single family for residential purposes. Apartment buildings and other structures occupied by more than one family shall be considered multiple *dwelling units*.

Electric Division or *division* shall mean the part of the *KUB* system having charge of the physical operation and financial oversight of *KUB's electric system*.

Electric system shall mean all facilities for transmitting, distributing, and receiving *electricity*.

Electricity and/or electric service means energy made available for consumption by *KUB* for its *customers, users*, and if a different *person*, owners for *domestic, commercial and/or industrial use* by transmitting or distributing energy via the flow of an electric charge through a conductor.

Fee is any amount levied that is: (1) infrequent in nature, and/or (2) generally not consumption based, and/or (3) set at the discretion of management of *KUB* as authorized by the *Board*, but does not include a *rate*.

Knoxville Utilities Board, or KUB, shall mean the Knoxville Utilities Board of the City of Knoxville, Tennessee, or, as the context requires, the management of KUB, its contractors or agents.

Overhead electric service line (service drop) shall mean an overhead extension of KUB's electric system required to connect the customer's, user's, or if a different person, owner's premises and/or dwelling to the electric system. The overhead electric service line (service drop) shall be owned by KUB and thus be considered a part of KUB's electric system.

Person shall mean any individual, partnership, firm, company, association, society, corporation, limited liability company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, or assigns. This definition includes all federal, state and local governmental entities and shall also include illicit users of electric service from KUB.

Point of Delivery, for overhead electric service, shall mean the point at which the overhead electric service line (service drop) connects to the customer's, user's, or if a different person, owner's premises, as determined by KUB; for underground electric service, it shall mean the point at which the underground electric service conductors (service lateral) connects to KUB's electric system, as determined by KUB.

Premises shall mean any structure, group of structures, or property, whether occupied or unoccupied, operated as a single business, enterprise, or dwelling unit, but shall not include more than one dwelling unit.

Rate is any quantitative value used to determine an amount levied on a customer directly related to the provision and/or consumption of electricity typically associated with utility usage, as set forth in an Electric Division Rate Schedule adopted by the Board.

Rules and Regulations means the rules and regulations adopted by the Board governing the operation and use of KUB's electric system.

Service Procedures means those governing procedures set forth in a document or document(s) adopted by the President and CEO implementing the Rules and Regulations for the KUB electric system and outlining the guidelines necessary to oversee daily operation of KUB's electric system.

Stand-by Service is support electric service that is not regularly used by the customer that is made available as needed to supplement a customer's electric service requirements as authorized by the KUB Rate Schedule(s) for the Electric Division and/or a customer contract.

Standards and specifications shall mean a set of processes or procedures regarding certain aspects of the KUB electric system, which may be in effect from time to time, but may not be included in the Service Procedures.

Sub-metering shall mean metering equipment not owned by *KUB* that is used to measure and bill *electric* consumption at a *premises* and/or *dwelling unit* for payment of *electric* consumption to an entity other than *KUB*.

Underground electric service conductor (service lateral) shall mean an underground extension of electric facilities and related appurtenances required to *connect* the *customer's, user's,* or if a different *person,* owner's *premises* and/or *dwelling* to *KUB's electric system.* *Underground electric service conductors (service lateral)* shall be owned by the individual property owner.

User shall mean any *premise* having a connection to the *KUB electric system* or having access thereto. The term shall include illicit *users* of *electric service* from *KUB.*

III. REVISIONS

These *Service Procedures* may be amended, supplemented, or otherwise changed from time to time without notice with prior approval by the *President and CEO.* Such changes, when effective, shall have the same force as the present *Service Procedures.*

IV. CONFLICT

In addition to the *Rules and Regulations,* the following documents, listed in order of precedence, are hereby made a part of all contracts and are enforceable through all contracts, actual and implied, for *customers, users,* and if a different *person,* owners receiving *electric service* from *KUB* and apply to all *electric services* received by *customers, users,* and if a different *person,* owners, whether the service is based upon contract, agreement, signed application or otherwise:

- i. the *Electric Division Rate Schedules;*
- ii. the *Rules and Regulations* as may be amended from time to time; and
- iii. these *Service Procedures.*

In the event of a conflict between the documents listed above, the order of precedence shall govern.

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KNOXVILLE UTILITIES BOARD

KNOXVILLE, TENNESSEE

ELECTRIC DIVISION SERVICE PROCEDURES

1. APPLICATIONS AND CONTRACTS FOR *ELECTRIC SERVICE*

1.1 GENERAL REQUIREMENTS FOR *ELECTRIC SERVICE*

- 1.1.1 A formal application for either original or additional *electric service* shall be made prior to *connection* or meter installation orders being issued and work being performed. This process may include the signing of the applicable standard *customer* contract, applying for service through *KUB's* website, or applying for service by contacting *KUB's* Customer Service Department. This should be done in advance of the date service is expected.
- 1.1.2 The use of *electricity* by a *customer, user,* and if a different *person,* owner shall implicitly bind the *customer, user,* and if a different *person,* owner by the terms of the applicable standard contract form, the *Rules and Regulations,* the *Rate Schedules* and these *Service Procedures,* even though not actually signed by the *customer, user,* and if a different *person,* owner.
- 1.1.3 As a condition precedent to providing any *electric service,* the furnishing of which requires an investment by *KUB,* *KUB* shall have the right to require a *person* applying for service to sign a minimum bill or demand contract, to make an advance deposit, to make a *contribution in aid of construction (CIAC)* or any combination thereof in such amount and for such period of time as is reasonably necessary to support said investment as determined by *KUB,* in its sole discretion.
- 1.1.4 If, for any reason, the *customer,* after signing a contract for *electric service,* does not take the *electric service* by reason of not occupying the *premises* or otherwise, the *customer* shall reimburse *KUB* for the expense incurred by reason of its endeavor to provide said *electric service.*
- 1.1.5 The receipt by *KUB* of a *person's* application for *electric service,* regardless of whether or not accompanied by a deposit, shall not obligate *KUB* to render the *electric service* for which applied. If the *electric service* applied for cannot be supplied in accordance with *KUB's Rules and Regulations,* these *Service Procedures,* and general practice, the liability of *KUB* to the *person* for not providing such *electric service* shall be limited to the return of any deposit made with *KUB* by such *person.*

- 1.1.6 Whenever an application is made for *electric service* to a *premises* with respect to which *KUB* knows there is a dispute as to the ownership or the right of occupancy and one or more of the claimants attempts to prevent such service being furnished, *KUB* reserves the right, at its sole discretion, to adopt either one of the following two alternative courses:
- (a) To treat the applicant in actual possession of the *premises* to be served as being entitled to such service, irrespective of the rights or claims of other persons.
 - (b) To withhold service, pending a judicial or other settlement of the rights of the various claimants.
- 1.1.7 *KUB* shall make available *electric service* to a *customer* by means consistent with good engineering practices and technical feasibility and in accordance with these *Service Procedures* and the *Rules and Regulations*. *Electric service* shall be made available to the *customer* based on i) uniform application of an economic analysis of the *customer's* value to *KUB* and ii) the technical feasibility of providing such *electric service*, with any cost of such *electric service* in excess of the *customer's* value to *KUB* being deemed a *CIAC*. *KUB* may, in its sole discretion, extend *electric service* to encourage economic development in accordance with the *Rules and Regulations*. *KUB* shall retain title, operate and maintain all *KUB electric system* facilities in accordance with the *Rules and Regulations*.
- 1.1.8 The type of *electric* supply and location of service entrance conductors must be approved by *KUB* before *customer's* service equipment or wiring is installed.
- 1.1.9 *Electric* supply will be at the voltage *KUB* deems to be appropriate and consistent with good engineering practices and the national standard for the type of service provided. *KUB* does not guarantee actual voltages but will endeavor to maintain voltages in accordance with national standards.
- 1.1.10 The *customer, user*, and if a different *person*, owner is responsible for trimming and/or removing any impeding vegetation (including but not limited to any tree) prior to installation of *electric service*. *KUB's* requirements for vegetation management will be the most stringent of the following:
- 1) *KUB's standards and specifications* for vegetation management;
 - 2) A *customer* contract, whether actual or implied.

In addition to these requirements, the *customer, user*, and if a different *person*, owner is responsible for trimming and/or removing vegetation within five feet (5') of the service line and multiple spans of secondary lines from the transformer to the service line.

- 1.1.11 *KUB* reserves the right to trim or remove vegetation that is located on a *customer's, user's,* and if a different *person,* owner's property, within or outside of the standard utility maintenance zone, if the vegetation, in *KUB's* sole discretion, poses a threat to electric safety and reliability due to its potential to contact and/or damage the electric lines and/or related appurtenances. *KUB* reserves the right to bill the *customer* for any expenses related to obtaining additional clearances or cutting "danger" vegetation, including but not limited to actual cost of vegetation trimming and/or removal, administrative and overhead costs, etc. *KUB* recommends that *customers, users,* and if a different *person,* owners refer to the Arbor Day Foundation Tree Line USA program or current standard being used by *KUB,* for selecting acceptable vegetation to plant near utility facilities.
- 1.1.12 The *customer, user,* and if a different *person,* owner shall be responsible for the initial clearing of vegetation (including but not limited to tree trimming) on property and on any third party property necessary to extend service. Initial clearing of vegetation shall be in accordance with paragraph 1.1.10.
- 1.1.13 In the event the *customer* requests that *KUB* relocate its electric primary line, in addition to bearing the costs for relocation of service, the *customer, user,* and if a different *person,* owner shall also be responsible for the initial clearing of vegetation, (including but not limited to trees and/or tree trimming) on property and on third party property in accordance with paragraph 1.1.10.
- 1.1.14 The requirements listed in this section are in addition to requirements found in the *Rules and Regulations* addressing the *customer's* responsibility for *KUB's* electric facilities and requirements for availability and initiation of service as well as *KUB standards and specifications* and standard operating procedures addressing the operation of *KUB's electric system.*

1.2 SERVICE AND EXTENSIONS

- 1.2.1 *KUB* shall make available *electric service* to a *customer* by means deemed consistent with good engineering practices and in accordance with the *Rules and Regulations* and these *Service Procedures.*

Electric service shall be provided to the *customer* based on technical feasibility and economic analysis, uniformly applied, of the *customer's* value to *KUB,* with any cost of such *electric service* in excess of the *customer's* value being deemed a *CIAC* for such *electric service.* *KUB* may, in its sole discretion and in accordance with the *Rules and Regulations,* promote economic development by extending its *electric system* when it is determined to be in *KUB's* best interest to do so by *KUB.*

1.2.2 Extensions of *KUB's electric system* shall be offered by means deemed consistent with good engineering practices, the *Rules and Regulations*, and in accordance with these *Service Procedures*. *KUB electric system* extensions shall be provided based on technical feasibility. The financial investment *KUB* will make, if any, toward an extension of the *KUB electric system* will be equitably determined by *KUB*, at its sole discretion. In making such determination, *KUB* shall consider the total capital cost, anticipated revenues, estimated expenses associated with the extension, availability of adequate capacity in the *KUB electric system* and any other economic factors *KUB* may deem appropriate under the circumstances. Unless otherwise agreed upon in writing, payment of any required *CIAC* or advance for construction shall be made prior to construction of the extension. *KUB* may enter into, at its sole discretion, a contingent refund agreement with the *person*. The refund credit, based on terms set forth in the agreement, will be calculated based on the economic value to *KUB*. The refund credit shall not exceed the amount of the advance for construction and shall be calculated based on *customers* added directly to the extension. Types of extensions include, but are not limited to, the following:

- a) individual residences,
- b) residential subdivisions,
- c) residential apartment buildings,
- d) residential condominiums,
- e) multiple housing units,
- f) mobile home parks (addressed in detail in Section 1.3),
- g) commercial buildings and/or commercial *customers*,
- h) industrial buildings and/or industrial *customers*, and
- i) business and industrial parks.

1.2.3 In accordance with the *Rules and Regulations* and these *Service Procedures*, *KUB* shall own and maintain all electrical facilities furnished or installed by *KUB* up to the *point of delivery*.

1.3 SERVICE TO INDIVIDUAL MOBILE HOMES

1.3.1 A standard overhead extension of *KUB's electric system* to serve an individual mobile home will be made under the provisions of Section 1.2.1 above if the following conditions for *electric service* are met:

- (a) The mobile home is mounted on a permanent foundation.
- (b) The mobile home is connected to a pressurized water system.
- (c) The mobile home is connected to a sewage disposal system provided by a utility or a septic tank system approved by the County Health Department or the appropriate regulatory agency.

(d) The overhead extension has had an approved final electrical inspection.

1.3.2 If any of the above conditions are not met before construction is started, the extension shall be made under the provisions for temporary service listed in Section 1.4. Any exceptions will be at *KUB's* sole discretion.

1.4 TEMPORARY SERVICE

1.4.1 A new service which in *KUB's* judgment is deemed to be provisional will be considered a temporary service and the *customer* shall pay the total estimated cost of installing and removing such temporary service. All temporary service shall be provided in accordance with the codes or standards being used by the inspecting authority and in accordance with *KUB's* requirements.

1.4.2 Service for outdoor lighting for individual *customers* which in *KUB's* judgment is deemed to be provisional will be considered temporary and the *customer* shall pay the total estimated cost of installing and removing such temporary service.

1.5 STAND-BY SERVICE OR ALTERNATE FEED

1.5.1 Upon request by the *customer*, *KUB* will offer *stand-by service* provided that the capacity for *stand-by service* can be made available.

1.5.2 The contract for such *stand-by service* shall be an amendment to the contract for *electric service* and the terms shall run concurrently unless otherwise specified by *KUB*.

1.5.3 *KUB* will offer *stand-by service* by means deemed consistent with good engineering practices and in accordance with the *Rules and Regulations* and these *Service Procedures*. *Stand-by service* shall be made available to the *customer* at the *customer's* expense based on technical feasibility and uniformly applied economic analysis of the *customer's* value to *KUB*, with any cost of such service in excess of the *customer's* value being deemed a *CIAC* for such service. Any contribution by *KUB* will be made by *KUB* in its sole discretion.

1.5.4 The monthly charge for *stand-by service* or alternate feed is established in Appendix A.

1.6 CHANGE IN SERVICE REQUIREMENTS

1.6.1 At *KUB's* sole discretion, *KUB* will modify the capacity of the same type service to accommodate changes in load. *KUB's* investment, if any, toward a change in *customer's* capacity will be based on economic feasibility to *KUB*. *KUB* may request the *customer* to sign a minimum bill contract or demand contract as a result of the change in service

requirements. Demand contracts are required for any *customer* requiring service to support 500 kilowatts of demand or greater. Additionally, contract modifications are required when *customers* who have demand of 1000 kilowatts or greater exceed their existing demand contracts.

1.7 CUSTOMER CONSTRUCTED UNDERGROUND PRIMARY CABLES

1.7.1 A *customer* may construct an underground electric cable at the *customer's* expense if it is constructed and inspected in full accordance with a corresponding design approved by *KUB* prior to construction. *KUB* may at its option take over such underground cable, provided in *KUB's* sole opinion, the underground electric cable conforms to all the *Rules and Regulations* and *KUB* specifications and requirements. All *underground electric service conductors* will remain the property of the *customer*.

1.7.2 The *customer* constructing an underground primary electric cable at *customer's* expense shall not make any attachments of any kind to *KUB's* existing electric line or underground electric cable. *KUB* will make the *connection* between the *customer's* line or underground cable and *KUB's electric system*.

1.8 PRIMARY INSIDE BUILDING SERVING MULTIPLE CUSTOMERS

1.8.1 When *KUB* determines that it is not practical or there would be a violation of the current codes used by *City* and *State of Tennessee* inspectors for *KUB* to provide service solely through secondary circuits located inside such building, *KUB* will locate its transformer or transformers, meters and appurtenant equipment inside such building. *KUB* will use the same to provide *electric service* to *customers, users*, or if a different *person*, owners occupying such building, provided compliance with all of the following conditions are continuously maintained by the *customer, user*, and if a different *person*, owner:

(1) all primary conduit, primary cable, transformer vault space, meter locations, multi-metering assemblies, and switch rooms (hereinafter sometimes called the "Building Owner's Facilities") shall be constructed and maintained at no cost to *KUB* but at places and according to specifications approved by *KUB*;

(2) without the prior written consent of *KUB*, no work shall be done by any party other than *KUB* in the installation of primary cables or in the maintenance of the Building Owner's Facilities and *KUB* shall be reimbursed for its actual cost of labor and materials plus appropriate overheads for all work done by *KUB* in installing or maintaining any Building Owner's Facilities unless *KUB* consents to a different basis of charges for such work;

(3) all facilities furnished at *KUB's* expense (hereinafter sometimes called the "*KUB's* Facilities"), including without limitation primary switches, fuses, transformers, meters and appurtenant equipment shall be and remain the property of *KUB* and may be removed or replaced by *KUB* at any time;

(4) at all times ingress and egress in and to such building for *KUB's* representatives shall be provided to the full extent reasonably requested by *KUB* for the purpose of inspecting the Building Owner's Facilities and for meter reading, inspecting, maintaining, replacing and removing *KUB's* Facilities;

(5) access to the Building Owner's Facilities and *KUB's* Facilities shall be limited so that all such facilities can be safely used and operated by *KUB* without endangering either person or property; and

(6) the Building Owner's Facilities shall be so vented, insulated, thermally and acoustically, and otherwise maintained that *KUB's* use of *KUB's* Facilities and of the Building Owner's Facilities in providing *electric service* in such building will not interfere by noise, heat, or otherwise with the use and occupancy of such building. The provisions of Section 3 shall govern the *point of delivery* and other matters concerning service provided under this Section 1.8.1, except that the provisions of this Section 1.8.1 concerning the maintenance of facilities beyond the *point of delivery* shall take precedence over any conflicting provisions of Section 3.

Each *customer, user,* and if a different *person,* owner receiving *electric service* under this section shall be responsible for ensuring that all of the conditions stated in this section are fully complied with to the satisfaction of *KUB* in the building occupied by such *customer, user,* and if a different *person,* owner; any failure in this respect shall be recognized as justification for *KUB's* refusal of service or discontinuance of service to such *customer, user,* and if a different *person,* owner without *KUB's* being subject to liability of any kind by reason of such refusal or discontinuance of service.

1.9 OTHER PRIMARY SERVICE

1.9.1 At *KUB's* option, metered primary service may be offered at the highest voltage available in the vicinity, unless the *customer* requests and *KUB* agrees to lower standard voltage.

1.9.2 *KUB* will not furnish transformers to a *customer* with a new metered primary service.

- 1.9.3 Any existing *customer* having metered primary service with transformers owned by *KUB* beyond the *point of delivery* may purchase said transformers from *KUB*.
- 1.9.4 *Customers* taking primary service shall have a *KUB*-approved three-phase interrupting device such as a circuit breaker for a method to disconnect the main service. The primary interrupting device shall be trip free, shall open and close all phases simultaneously and shall have an interrupting and closing rating suitable for the maximum short circuit current available at its supply terminals. The interrupting device shall be equipped with integral over-current protection on each phase and neutral having time-current characteristics that will fully coordinate with *KUB's electrical system* protection. The interrupting device shall have a shunt trip as well as a means of manually opening and closing without the use of specialty tools.

1.10 TRANSFORMER VAULTS

- 1.10.1 Where transformer vaults are constructed on the *customer's* property, they shall be built in accordance with *KUB's standards and specifications*, *City Building Codes* and applicable electrical code(s). In case of a conflict between these three authorities, the authority containing the most stringent requirement shall prevail.
- 1.10.2 Detail plans of the vault and its location shall be submitted to *KUB* for approval before proceeding with construction. Provisions must always be made for removal of the equipment and for proper ventilation and drainage of the vault in a manner satisfactory to *KUB*.
- 1.10.3 Transformer vaults shall contain only transformers and associated equipment belonging to *KUB*, and all secondary equipment and meters shall be located outside of the vault but adjacent thereto. Water, gas, wastewater, storm water, or steam lines shall not enter or pass through the vault.
- 1.10.4 Whenever a *customer's* requirements necessitate such installation and use, the *customer* shall at his expense provide the necessary vault or vaults.
- 1.10.5 Transformer vaults containing *KUB's* equipment shall be under the control and supervision of *KUB* and unauthorized persons shall not be allowed to enter the vaults.
- 1.10.6 Any *customer* requiring service from the 208 grounded wye 120 volt network which cannot be served by the existing system as determined by *KUB* shall be required to provide *KUB*, at no expense to *KUB*, a vault or vaults of sufficient size to contain adequately and safely one or more transformers and appurtenant equipment reasonably required to serve such *customer*. All such transformer vaults shall be located on

customer's property adjacent to the right-of-way where *KUB's* distribution facilities are located, unless (1) *KUB* approves a location at some other place on *customer's* property, in which case the conduit, cable and appurtenances between the right-of-way and the vault shall be provided at the expense of the *customer*, including but not limited to the expense for providing *KUB* with the necessary easements on *customer's* property or third party property necessary for *KUB* to access, operate, and maintain its electrical facilities or (2) *KUB* approves a location in the neighboring street right-of-way, in which case the completed vault shall become the property of *KUB*. No additional vault shall be required for service to premises where a *customer* has previously provided a vault in a right-of-way unless and until *customer's* load at such *premises* can no longer be safely and adequately carried from a vault of the kind previously provided by such *customer*. If a *customer* served by any vault provided as hereinabove mentioned requires a load of such size that such *customer* cannot be adequately and safely served by transformers located in the vault space then in use, *customer* shall at *KUB's* option provide additional needed vault space at a place adjacent to the vault space then in use, or *customer* may be required to pay the cost of relocating the facilities to a new location that is acceptable to *KUB*, or *customer* may be required to pay all costs of upgrading the distribution system, including but not limited to new duct lines and/or cables from a nearby manhole or vault. Where *KUB's* existing facilities are sufficient to serve a *customer's* load for the time being without the construction of additional vault space, *KUB* may at its option waive the requirement of the *customer's* compliance with this section until such time as additional vault space is required in the immediate vicinity of the *customer's* location.

2 UTILITY DEPOSITS

- 2.1 The customer shall deposit with *KUB* such reasonable sums of money as may be required by *KUB* as continuing security for the performance of the obligations contracted for by the *customer* and failure to make such deposit upon demand of *KUB* will give *KUB* the right to declare the contract, whether the contract is actual or implied, forfeited and to refuse or to terminate *electric service*.

With the exception of the PrePay program (see Section 2.2), the required deposit amount for *electric service* is set forth in Appendix A – Electric Deposits, Charges, and Fees.

- 2.2 For residential *customers*, *KUB's* deposit requirement amount shall not exceed twice the highest monthly bill (actual or estimated) as averaged for all residential *customers*. At *KUB's* discretion, the deposit requirement may be waived for new or existing residential *customers* based on the *customer's* credit score.

At *KUB's* discretion (primarily in cases of hardship), if a deposit is required, *KUB* may authorize residential *customers* to pay the utility deposit in multiple installment payments; however, the actual number of installment payments

authorized will be at *KUB's* sole discretion.

Once a residential deposit has been established, it will be held by *KUB* for a period of time until the *customer* achieves 18 months of consecutive payments without carrying a past due balance or being turned off for non-payment of bill. At that point, *KUB* may refund the deposit amount (including any earned interest) by crediting the *customer's* current bill.

For residential customers participating in the PrePay program, deposits for the PrePay program are included in the terms and conditions of the program. The deposits required for the PrePay program fall under the terms and conditions of the program.

- 2.3 Non-residential *customers*, in lieu of providing a monetary security deposit as set forth in Section 2.1, may provide another form of security if (1) the *customer*, at the *customer's* expense, participates in and retains eligibility in a *KUB*-approved utility insurance program, until service to such *customer* is terminated, or (2) the *customer*, at the *customer's* expense, furnishes *KUB*, and maintains in full force and effect until service to such *customer* is terminated, a certificate of deposit assignment, a bank letter of credit, or a surety bond guaranteeing the payment of all the obligations to *KUB* for utility or other services furnished by *KUB*, the form of which bond or letter of credit shall be approved by *KUB* and the provisions of which bond or letter of credit shall comply with the requirements hereinafter stated. The surety bond or letter of credit shall be signed by the *customer* as principal and by a responsible corporate surety company authorized to do and doing a general surety business in Tennessee. The sum of said monetary security, utility insurance, certificate of deposit, bond or bank letter of credit shall not exceed two times the larger of the following amounts: (a) the highest monthly bill the *customer* incurred for utility services furnished by *KUB* during the preceding twelve-month period, or (b) the highest monthly bill for such utility services as reasonably estimated by *KUB's* authorized representative for the ensuing twelve-month period, and shall be no less than \$300. The surety company shall have no right to terminate its liability without giving *KUB* thirty (30) days prior written notice of its election to do so, and such termination shall not limit or otherwise affect the surety company's liability to *KUB* for utility services furnished to the *customer* prior to the effective date of such termination. Periodically, *customer* accounts may be reviewed and additional security may be required as deemed necessary by *KUB*.

At *KUB's* discretion, if a deposit is required, *KUB* may authorize non-residential *customers* to pay the utility deposit in multiple installment payments; however, the actual number of installment payments authorized and the timing of such payments will be at *KUB's* sole discretion.

Non-residential *customer* deposits are held for the life of the account and are refunded only upon termination of the service and account.

- 2.4 Upon termination of the *electric service*, the deposit (including any earned interest) may be applied by *KUB* against any utility obligations of the *customer* to *KUB*, regardless of whether such obligations arose in connection with *electric service* or otherwise. Any part of the deposit which is not so applied will be refunded to the *customer* upon request. Prior to the termination of the *electric service*, the *customer* shall have no right to require that the deposit or any part thereof be applied to the payment of any obligation of the *customer* to *KUB*.

However, if the *customer* is involved in any bankruptcy, receivership, or other proceeding, and if the *customer* has any unpaid charges for utility service, the payment or collection of which is delayed, barred in whole or in part, or otherwise affected by such proceeding, the deposit may be applied by *KUB* to the payment of such charges. If the deposit is insufficient to pay all such charges, the deposit shall be applied to the payment of the charges in the order in which they were incurred, beginning with the oldest, unless *KUB* elects to apply the deposit in a different order of payment.

- 2.5 No deposit shall be transferable, assignable, or otherwise encumbered by the *customer*.

- 2.6 Except as otherwise provided herein, simple interest shall be paid on all *customers'* monetary deposits given as security for the payment of charges for *electric service* furnished, with said interest payment based upon the applicable interest rate as determined by *KUB*. No interest will be paid on the deposit unless continuous *electric service* is rendered for a period of at least six months, and no interest shall be paid on a deposit for any period or periods of time during which *electric service* is not being rendered.

Interest will be paid on *customer* deposits to be adjusted annually, effective as of January 1. The rate of interest to be paid shall be adjusted annually, effective as of each January 1 for the entire calendar year, using a floating interest rate determined by taking the mean average of all 26-week United States Treasury Bill rates offered during the previous calendar year, minus .0025. If at any time the calculation falls below .0025, the interest rate for the entire calendar year will be 0%.

- 2.7 The deposit balance (including earned interest) as well as the adequacy of such deposit shall be subject to review by *KUB* and upon request by the *customer*.

3. POINT OF DELIVERY

- 3.1 Except as may be otherwise provided by written agreement between *KUB* and the *customer*, the *point of delivery* shall be as stated for the following conditions listed.

- 3.1.1 For an overhead service, the *point of delivery* shall be at the point at which the *overhead electric service line (service drop)* connects to the

customer's, user's, or if a different person, owner's premises, as determined by KUB.

3.1.2 For underground service, the *point of delivery* shall be at the point at which the *underground electric service conductors (service lateral) connect to KUB's electric system, as determined by KUB.*

3.1.2.1 If attached to *KUB's* overhead facilities, the *point of delivery* shall be at the point the *customer's, user's, or if a different person, owner's underground electric service conductor* attaches to *KUB's* facilities at the pole.

3.1.2.2 For a pad mounted transformer or ground type substation, the *point of delivery* shall be the low voltage terminals of the transformer.

3.1.2.3 For underground services from the 208 grounded wye 120-volt network, the *point of delivery* shall be at a point selected by *KUB* at which the *customer's, user's, or if a different person, owner's* service entrance conductors are connected to *KUB's* conductors.

3.1.3 For primary metered service, the *point of delivery* shall be as defined in *customer's* contract for service.

3.2 The location of *KUB's* meter or other such equipment on the *customer's, user's, or if a different person, owner's* side of the *point of delivery* shall not change the location of the said *point of delivery*. All wiring or equipment (except *KUB's* metering or such other equipment) beyond this *point of delivery* shall be owned and maintained by the *customer, user, and if a different person, owner* unless otherwise agreed to in writing by *KUB*. *KUB* shall not be liable for any injury to *persons* or property on account of any defect or negligence in the installation, maintenance, or use of the *customer's, user's, and if a different person, owner's* equipment beyond the *point of delivery*.

3.3 SINGLE POINT OF DELIVERY

3.3.1 The charges under the *Electric Division Rate* Schedules are based upon the supply of *electric service* through a single delivery and metering point and at a single voltage.

3.3.2 At *KUB's* sole discretion, separate *electric services* for the same *customer* at a common location shall be permitted, provided said separate *electric services* do not conflict with the Electrical Codes and are metered and billed separately. This type of *electric service* may be approved only in writing by *KUB*.

3.3.3 Separate primary circuits of the same voltage terminating in a common switch room, vault or adjacent bays of a structure shall be considered a single *point of delivery* even though separately metered. Exceptions will be at *KUB's* sole discretion. In these cases, *KUB* has the discretion to

bill the *customer* on the total simultaneous demand and the energy of these primary circuits.

4. CUSTOMER'S WIRING - STANDARDS

4.1 INTERCONNECTION

4.1.1 No interconnection of any kind shall be permitted between *KUB's electric system* and any *electric* supply from any other source, nor shall any *electric* supply from any other source be permitted to migrate into *KUB's electric system*, unless approved in writing by the *President and CEO* or Senior Vice President of Operations of *KUB*.

4.2 INSPECTIONS

4.2.1 *KUB* shall have the right, but shall not be obligated, to inspect any installation before *electricity* is introduced or at any later time. *KUB* reserves the right to refuse or terminate a *connection* to any *electric service* that is not in accordance with the applicable electrical codes, or which is not in accordance with any contract (actual or implied), the *Rules and Regulations*, these *Service Procedures*, or other requirements of *KUB*. Any failure to exercise this right shall not render *KUB* liable or responsible for any loss or damage resulting from defects in the installations, wiring, or appliances, or from violation of the applicable electrical codes, or the provisions of any contract, whether actual or implied, or from accidents which may occur upon the *customer's, user's*, and if a different *person, owner's premises*.

4.2.2 *KUB* shall not be obligated to connect, reconnect, or render *electric service* to buildings or *premises* not approved for *electric service* until such time as the appropriate electrical inspection authority having jurisdiction inspects and approves the building for *electric service*.

4.3 LOCATION OF SERVICE ENTRANCE AND METERING

4.3.1 *KUB* shall specify the location of service entrance conductors and metering before the *customer* or owner installs any new wiring or makes any changes in any old wiring installation. Architects and engineers shall confirm this location before preparing plans. *KUB* reserves the right to refuse to connect to any service entrance conductors that have not been so located as required by *KUB*.

4.4 SERVICE DROP AND SERVICE ENTRANCE CONDUCTORS

4.4.1 *Customer's* service entrance conductors smaller than 500 Thousand Circular Mills (MCM) shall extend approximately three (3) feet beyond the weatherhead for *KUB* to attach its service conductors thereto; service

entrance conductors 500 MCM or larger shall extend approximately six (6) feet beyond the weatherhead.

4.4.2 The point of attachment and the method of attachment of *KUB's* service drop to the *customer's* structure shall be determined by *KUB* in each and every case. Safe and adequate anchorage structures for service drops shall be provided by the *customer* or owner in accordance with the appropriate electrical inspection authority having jurisdiction.

4.4.3 *KUB* reserves the right to seal any fittings with removable covers on the line side of the metering. Any such fitting shall have provisions for the application of a seal.

4.5 LOAD BALANCE

4.5.1 The *customer* shall maintain load balance satisfactory to *KUB* among all service entrance conductors.

4.5.2 Any single-phase three-wire metered service supplied from *KUB's* three-phase four-wire distribution facilities shall not be larger than 400 amperes unless approved by *KUB* in writing.

5. RIGHT OF ACCESS

5.1 *KUB* shall be granted access to the *customer's*, *user's*, and if a different *person*, owner's *premises* at all times for the purpose of:

1. Reading meters;
2. Installing, testing, inspecting, repairing, operating, maintaining, removing, and replacing any *KUB electric system* component;
3. Vegetation management including but not limited to tree-trimming;
4. Clearing hazards away from *KUB's electric system*;
5. Inspecting and operating the *customer's*, *user's*, and if a different *person*, owner's electric facilities;
6. Inspecting the *premises*; and
7. Providing notifications

in order to determine that *KUB's Rules and Regulations* and/or these *Service Procedures* implementing the *Rules and Regulations*, the National Electric Code, and the National Electric Safety Code are being complied with and to ensure compliance with applicable federal, state, and local law(s) and regulation(s).

In the event *KUB* needs to gain access to its *electric system* and the *customer*, *user*, and if a different *person*, owner has built a fence, planted landscaping, etc. that blocks *KUB* access that requires *KUB* to remove the barrier(s) to gain access to its *electric system*, *KUB* will not be required to repair/replace *customer*, *user*, and if a different *person*, owner property.

KUB reserves the right to refuse or terminate utility service where the *customer*, *user*, and if a different *person*, owner fails to comply with the right of access as described above. In addition, if a current *customer* fails to comply with the right of access as described above, *KUB* reserves the right to terminate said service by whatever means necessary with all costs borne by the *customer*.

6. BILLING

- 6.1 Bills may be paid at a *KUB* business office, by mail, at any *KUB*-authorized payment kiosk, or online via *KUB*'s website. Payments made on or before the past due date may be paid at any branch bank or other authorized payment location with which *KUB* has arrangements to receive such payments.
- 6.2 The bill is due when it is received. The past due date for payment of the bill shall be not less than 15 days from the date the bill is mailed.
- 6.3 Payments made after the past due date will be subject to a late fee. If the past due date falls on a day when *KUB* business offices are closed, the following business day will become the past due date. The late fee amount is set forth in Appendix A – Electric Deposits, Charges, and Fees. The late fee charged shall not exceed five percent (5%) for any portion of the bill paid after the net payment period.
- 6.4 In order to help *customers* budget their monthly bills, a budget payment plan is available to qualified residential *customers* and verified non-profit commercial *customers*. Full information concerning this plan is available upon request.
- 6.5 In the event bills are not paid on or before the past due date, *electric service* may be terminated in accordance with Section 8.1 and not resumed until all bills are paid. *KUB* shall not be liable for damages due to the termination of service at any time after the due date, even though payment of such bills be made on the same day either before or after *electric service* is actually terminated.
- 6.6 Failure to receive a bill will not release a *customer* from payment obligation, nor extend the due date.
- 6.7 *KUB* shall not be obligated to make adjustments of any bills disputed by the *customer* unless within ninety (90) days after the questioned bill is paid, the *customer* files with *KUB* a written objection to said bill specifying the basis for the desired adjustment. Any adjustments to a *customer's* bill will be in accordance with state law.
- 6.8 Except as may otherwise be provided in Section 8.1, *KUB* shall be under no obligation to extend the past due date because the *customer* disputes the amount of the bill or liability for the bill. The *customer* shall have the right to pay any disputed bill under protest provided the *customer* at the time of payment gives *KUB* written notice that the payment is being made under protest together with a written statement of the grounds upon which the *customer* questions the

correctness of the bill; and any such payment thus made under protest shall not be considered a voluntary payment provided the *customer* files suit to recover the questioned payment within ninety (90) days after such payment under protest is made.

6.9 ESTIMATED BILL

6.9.1 *KUB* reserves the right to render an estimated bill to the *customer* on the basis of the best information available if any of the following occur:

- a) *KUB* or its agents are unable to obtain access to the meter during regular business hours;
- b) An error occurs in the computation of the service bill;
- c) *KUB* elects to read meters less frequently than each month to reduce meter reading expense.

6.9.2 If a subsequent meter reading shows that the estimated bill was based on an erroneous estimate of consumption, *KUB* may, at its sole option, either adjust the estimated bill to correct the estimate or make a compensated adjustment in a later bill, if such adjustment is deemed necessary by *KUB*.

7. RATES AND CHARGES

7.1 All *electricity* furnished by *KUB* shall be furnished at the applicable *rates* in effect at the time and as adopted by proper resolutions of the *Board*.

7.2 It is mandatory for the *customer* to notify *KUB* in writing of any change in use or condition that will effect a change in *rate* classification. In some cases, a written contract may be required.

7.3 In the event the *customer* does not give *KUB* notice of change in use or condition that will effect a change in *rate* classification, then *KUB* shall not be liable to the *customer* for any overcharges due to a failure of the *customer* to notify *KUB* of the changed conditions. In case the *customer* has so changed the conditions under which service is being used as to place the *customer* on a *rate* higher than the *rate* originally applied to the *customer*, the *customer* shall pay the difference in the two *rates* for the period of time during which the *customer* has been served at a lower *rate* than the *rate* properly applicable to the *customer's* service. If quantity or use of *electricity* for any *customer* should change to such an extent that *customer* no longer complies with the availability clause of the *Electric Division Rate Schedule* under which *customer* is being served or becomes qualified under the availability clause of another *Rate Schedule*, then the *customer* shall be changed to the applicable *Rate Schedule*. At *KUB's* sole discretion, certain *customers* may be required to execute a written contract to affect a change in *rate* classification and/or a change to the applicable *Rate Schedule*.

- 7.4 Should *KUB* determine that any *customer*, *user*, and if a different *person*, owner is not being served under the proper *Rate Schedule* applicable to the *customer's*, *user's*, and if a different *person*, owner's condition, *KUB* may likewise apply the proper *Rate Schedule* when facts justifying the change are brought to the attention of *KUB*.
- 7.5 The residential *rate* shall apply only to *electric service* to a single family dwelling and its appurtenances where the major use of *electricity* is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein. (A single family dwelling includes an individually metered single family apartment and an individually metered residential duplex unit.) If the major portion of the *electricity* supplied to a dwelling is used regularly for the conduct of business, the *electricity* consumed in that portion so used will be separately metered and billed under the appropriate commercial or industrial *Rate Schedule*. If each tenant does not have a separate *KUB*-metered service, then the *electric service* to the entire *premise* shall be billed under the appropriate *Rate Schedule*. The residential *rate* shall not apply to service to institutions such as clubs, fraternities, orphanages or homes, recognized rooming or boarding houses, or space in an apartment or other residential buildings where the major use of the *electricity* is for non-domestic purposes.
- 7.6 If, after an *electric service* contract has been automatically extended and the *customer* requests and *KUB* agrees to change the *customer's rate* to correspond with the *customer's* new electrical requirements prior to the anniversary date of the expiration of the contract, *KUB* shall have the right to bill the *customer* for all costs involved in any changes in the metering equipment.

8. TERMINATION AND RECONNECTION OF SERVICE

8.1 TERMINATION OF SERVICE BY *KUB*

- 8.1.1 If the *customer* does not make full payment by the past due date of the utility bill, the bill shall become delinquent. If the *customer* fails to make payment, or notify *KUB* of a disputed bill or make suitable payment arrangements, *KUB* will proceed with the following termination schedule:
- (a) *KUB* will include a termination of service notice to the *customer* on the next billing provided to the *customer* (by either the United States Postal Service or via electronic notification if the *customer* has chosen electronic or paperless billing). The notice shall explain the *customer's* rights and remedies and offer an opportunity for the *customer* to dispute the reason for the termination.
 - (b) With the exception of the PrePay program (see subsection (c)), a *KUB* representative will deliver a notice to the *premises* of the *customer* on the expiration date contained in the aforementioned termination notice giving the *customer* a one (1) day termination

notice. If this collection effort proves unsuccessful, at *KUB's* sole discretion, the service may be terminated immediately.

(c) Customers enrolled in *KUB's* PrePay billing program will receive notification for termination of service according to the terms and conditions of the program and are subject to termination of service according to the terms and conditions of the PrePay program.

- 8.1.2 Special counseling is available to *customers* who are experiencing hardship or have emergency circumstances. *Customers* relying on life-sustaining medical equipment at their *premises* should apply for *KUB's* Medical Priority Program. Upon acceptance into the Medical Priority Program, termination of service will be postponed for ten (10) days from the originally scheduled termination date to allow the *customer* time to make payment or seek alternative shelter. A Medical Necessity Form must be completed by the medical equipment provider. They must certify that the termination of service would create a life-threatening medical situation for the *customer* or other permanent resident of the *customer's* household. It is the responsibility of the *customer* to ensure that the form has been received and approved by *KUB*. The form expires every six (6) months. It is the *customer's* responsibility to submit a completed form for each six month period for as long as the equipment is required in the home. A life-threatening medical condition does not relieve a *customer* of the obligation to pay for utility services, including any late fees or other applicable charges. If full payment of the past due amount, including all late fees, is not received by the end of the ten (10) day postponement period, service will be terminated without further notice.
- 8.1.3 Such right to terminate *electric service* shall apply to all *electric service* received through a single service, even though more than one *person* is furnished *electric service* therefrom, and even though the delinquency or violation is limited to only one such *customer*.
- 8.1.4 Termination of *electric service* by *KUB* for any causes stated in the *Rules and Regulations* and these *Service Procedures* shall not release the *customer*, *user*, and if a different *person*, owner from liability for *electric service* already received or from liability for payments that thereafter become due under the minimum bill provisions or other provisions of the *customer's* contract, whether the contract is actual or implied.
- 8.1.5 *KUB* shall have the right to refuse to render *electric service* to any applicant whenever the applicant or any member of the household, company or firm to which such *electric service* is to be furnished, is in default in the payment of any obligation to *KUB* or has theretofore had

utility service terminated because of a violation of the *Rules and Regulations* or these *Service Procedures*.

- 8.1.6 If *KUB* should for any reason begin to render *electric service* to an applicant to whom *KUB* has a good and valid reason for refusing to render such *electric service*, *KUB* shall have the right to terminate such *electric service* at any time after such *electric service* is begun, even though the *customer* does nothing to justify the termination of *electric service* during the time such *electric service* is being rendered.
- 8.1.7 If a structure is condemned, reconnection will not occur until inspection and released.
- 8.1.8 *KUB* monitors weather conditions on a daily basis. Sources monitored may include the National Oceanic and Atmospheric Administration (NOAA), the National Weather Service (NWS), or local weather sources. In the event of extreme weather conditions, residential termination of *electric services* for non-payment of the bill may be temporarily suspended until the expiration of extreme weather condition advisories and/or warnings.
 - 8.1.8.1 As a general guideline, *KUB* may consider extreme heat-related weather conditions to include NOAA/NWS Excessive Heat Warnings/Advisories or when local temperatures are forecast to be above 92° Fahrenheit.
 - 8.1.8.2 As a general guideline, *KUB* may consider extreme cold-related weather conditions to include NOAA/NWS Winter Storm Warnings or when local temperatures are forecast to be below 32° Fahrenheit.

8.2 TERMINATION OF SERVICE BY CUSTOMER

- 8.2.1 *Customers* who have fulfilled their contract terms and wish to terminate *electric service* must give at least one (1) business day notice to the effect, unless the contract specifies otherwise. Notice to terminate *electric service* prior to expiration of contract term will not relieve *customer* from any minimum or guaranteed payment under contract or applicable *Rate Schedule*.
- 8.2.2 Under no circumstances will the continuance or termination of *electric service* be used as a means of forcing the occupant of *premises* to surrender possession thereof.
- 8.2.3 When *electric service* is being furnished to an occupant of *premises* under a contract not in the occupant's name, *KUB* reserves the right to impose the following conditions on the right of the *customer* to terminate *electric service* under such a contract:

- (a) Written notice of the *customer's* desire for such *electric service* to be terminated may be required; *KUB* shall have the right to continue such *electric service* for a period not to exceed ten (10) days after receipt of such written notice, during which time the *customer* shall be responsible to *KUB* for all charges for such *electric service*. If *KUB* should continue *electric service* after such ten-day period subsequent to the receipt of the *customer's* written notice to terminate *electric service*, the *customer* shall not be responsible to *KUB* for charges for any *electric service* furnished after the expiration of such ten-day period.
- (b) During such ten-day period, or thereafter, the occupant of *premises* to which *electric service* has been ordered terminated by a *customer* other than such occupant may be allowed by *KUB* to enter into a contract (actual or implied) for *electric service* in the occupant's own name, upon the occupant's complying with the *Rules and Regulations* and these *Service Procedures* with respect to a new application for *electric service*.

8.3 LIABILITY FOR FAILURE TO TERMINATE A SERVICE

- 8.3.1 *KUB's* liability shall be limited to the forfeiture of the right to charge a *customer* for *electricity* that is not used but is received from an *electric service line* if, after receipt of at least ten days' written notice to terminate an *electric service*, *KUB* has failed to terminate such *electric service*.
- 8.3.2 Except to the extent stated above, *KUB* shall not be liable for any loss or damage resulting from a failure to terminate *electric service*. *Customer* shall rely exclusively on privately owned disconnect switches rather than on *KUB's* terminating *electric service*.

9. INTERRUPTION OF SERVICE

- 9.1 In connection with the construction, operation, maintenance, repair, and extension of *KUB's electric system*, *electric* supply may be shut off without notice, when necessary or desirable as determined by *KUB*; each *customer*, *user*, and if a different *person*, owner must be prepared for such emergencies. *KUB* shall not be held liable for any damages from such interruption of *electric service* or for damages from the resumption of *electric service* without notice after any such interruption.
- 9.2 *Customer*, *user*, and if a different *person*, owner shall notify *KUB* immediately should the *electric service* be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of *electricity*. Such notice, if verbal, should be confirmed in writing.
- 9.3 *KUB* shall not be liable for personal injuries, including but not limited to death, or for any damages to equipment or property (real or personal), which may be caused by high voltage, by low voltage, or by fluctuations in voltage or current on

KUB's distribution lines. The *customer, user,* and if a different *person, owner* shall be responsible for protecting the service from current and voltage fluctuations by installing fuses, circuit breakers, and other standard safety devices.

10. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER

10.1 *KUB* reserves the right to analyze a *customer's* load. If it is determined that the *customer's* load could cause voltage fluctuations on *KUB's electric system, KUB* may require motor-starting methods and equipment to help prevent undesirable voltage fluctuation. It shall be the responsibility of the *customer* to properly protect such motors from overloads or from excessive currents due to the blowing of primary fuses, causing single-phasing of the motors. *KUB* will not be responsible for damage to equipment due to the above causes.

11. NON-STANDARD SERVICE

11.1 The *customer* will pay the cost of any special installation necessary to meet any non-standard requirements for service other than standard voltages, or for the supply of closer voltage regulation than required by standard practice. For special service and voltages other than standard voltages, the *customer* shall confer with *KUB* regarding the form and type of service required. Before the *customer* proceeds with the purchase of equipment or wiring in such cases, the *customer* should contact *KUB*; the *customer* will furnish information in writing on the character of service available, the location of *KUB's* lines, and the ability of *KUB* to meet special requirements. Nothing contained herein shall obligate *KUB* to provide such special service.

11.2 STANDARD AND NON-STANDARD VOLTAGES

| Standard Voltages | | |
|---|-------------------|-------------------------------------|
| Voltage | Phase / Wire | Service Type |
| 240/120 | 1 Phase 3 Wire | Overhead Padmount |
| 208 Grd Y / 120 or 480 Grd Y /277 | 3 Phase 4 Wire | Overhead Padmount Network (1) |
| 13,200 Grd Y / 7620 | 3 Phase 4 Wire | (1) |
| 69,000 or 161,000 | 3 Phase 3 Wire | (1) |

| Non Standard Voltages (1 & 2) | |
|-------------------------------|----------------------------|
| Voltage | Phase / Wire |
| 120 | 1 Phase 2 Wire (3) |
| 240 | 3 Phase 3 Wire Delta |
| 480 | 3 Phase 3 Wire Delta |
| 2400 | 3 Phase 3 Wire Delta |
| 4160 Grd Y / 2400 | 3 Phase 4 Wire |

NOTES:

1. *KUB's* Engineering Department must be consulted for service requirements for new services at any non-standard voltage for any new service voltage over 480V, and for any new service from the Network.
2. Non-Standard Voltages are not normally available for new service. Non-Standard Voltages may, at the option of *KUB*, be served if *KUB* has the necessary equipment available.
3. Single Phase, 120 Volt, 2 Wire available only for 30 Ampere Service from an existing Transformer or Secondary circuit.

12. UNDERGROUND SERVICE or UNDERGROUND SERVICE CONDUCTORS

- 12.1 Underground service will be offered subject to details of service to the requirements outlined in Section 1.0 et. seq., any other applicable requirements of the *Rules and Regulations, the Service Procedures* listed herein, and subject to the following additional requirements.
- 12.2 The *customer* or owner shall be responsible for preparing the *premises* for underground service, including but not limited to clearing the property tract, preparing necessary easements, all grading, trenching, and furnishing of transformer foundations, etc. in accordance with *KUB's* requirements and specifications.
- 12.3 The *customer* or owner shall be responsible for furnishing and installing all conduit and *underground service conductors* as required by *KUB's* specifications.
- 12.4 The *customer* or owner shall notify *KUB* three (3) business days in advance for the installation of *KUB*-owned cables.
- 12.5 All service conductors connected to the 208 grounded wye 120 volt Network shall be copper.
- 12.6 *Customer's* or owner's underground service attached to *KUB's* overhead facilities shall be furnished and installed by the *customer* or owner in accordance with *KUB's* specifications. *KUB* will make the connection between the *customer's* or owner's *underground electric service conductor(s)* and *KUB's* facilities. When *KUB's* facilities are replaced or relocated, the *customer* or owner shall be responsible for relocating the underground service. At *KUB's* discretion, *KUB* will make temporary connections and/or relocate the *customer's* or owner's *underground electric service conductors* and conduit. However, the *customer* or owner shall be responsible for permanent relocation of their *underground electric service conductors* and conduit.

13. RELOCATION OF AND CHANGES TO KUB'S FACILITIES

- 13.1 When a *customer* or owner desires to change the location of *KUB's* poles, lines, transformers, and equipment on the *customer's* or owner's property in order to receive *electric service*, the *customer* or owner shall provide adequate easement rights as required by *KUB* for *KUB's* facilities. No applicant for *electric service* shall be entitled to such service until *KUB* has been furnished, at no cost to *KUB*, such indefeasible easement rights for such facilities at a location acceptable to *KUB*.

All *persons* having any interest in the property where such facilities of *KUB* are located shall be conclusively presumed to have agreed to the construction and continued maintenance of such facilities if at any time after the use thereof begins a continuous period of twelve months elapses during which no effort is made by the *customer* or by any *person* having an interest in such property to have such facilities removed or relocated.

- 13.2 Any *person* wishing to have *KUB's* facilities relocated for their convenience shall be entitled to have the facilities relocated only if (1) an easement for a suitable substitute location acceptable to *KUB* is provided at no cost to *KUB*, and (2) satisfactory arrangements are made with *KUB* for all expenses for any relocation work to be paid to *KUB*. Until arrangements acceptable to *KUB* are made for providing *electric service* to the *premises* served by such facilities, no *person* shall have the right to require *KUB* to remove any such facilities even though the facilities are not in active use at the time. Neither the *customer* nor any other *person* shall do anything on the property where such facilities are located, or allow any use thereof, which will endanger said facilities or which will create a hazard by reason of the location or use of such facilities.

13.2.1 When a public right-of-way is changed for the benefit of private interests and *KUB's electric system* must be adjusted to accommodate said change, the cost of such adjustments shall be paid in advance on a non-refundable basis by the requesting parties.

- 13.3 Any *customer* or owner whose *premises* do not extend to a public street right-of-way or other public right-of-way from which *electric service* can be safely and economically provided shall be responsible for providing and maintaining, without cost to *KUB*, an easement for *KUB's electric* facilities between the *customer's* or owner's *premises* and the public right-of-way from which such *electric service* is to be or is being provided. Such *customer* or owner shall also be responsible for providing and maintaining all *electric* facilities beyond the *point of delivery*, which facilities are not owned by *KUB*. This rule applies to all *customers* or owners present and future, including without limitation those occupying apartments, office buildings, condominiums, shopping centers, parks, projects, developments, subdivisions, and other similar land uses.

14. METERS

- 14.1 All meters and metering equipment installed by *KUB* shall remain the property of *KUB* unless otherwise agreed in writing by *KUB*. All single-phase and three-phase meter sockets rated 600 volts and less, 400 amperes and less and all

grouped meter sockets installed or replaced shall be furnished and installed by the *customer, user*, and if a different *person*, owner.

- 14.2 *KUB* will install and maintain adequate metering facilities to measure the energy used in accordance with the applicable *Rate Schedule*.
- 14.3 When metering changes are made for the *customer's, user's*, and if a different *person*, owner's convenience, the *customer, user*, and if a different *person*, owner shall pay the estimated costs of making changes in meter location, combining two or more meter installations, or separating a single metering installation into two or more metering installations. Any necessary changes in wiring shall be completed by the *customer, user*, and if a different *person*, owner before any changes are made by *KUB*.
- 14.4 Unless authorized by *KUB*, meters shall not be placed in a location that will subject them to accidental damage or severe vibration. Meters shall be located not more than 6 feet, nor less than 4 feet, from the ground except for multi-meter centers unless otherwise authorized in *KUB's* sole discretion.
- 14.5 Single-phase meter installations shall be installed outdoors, except meter installations in buildings that are open to the meter reader or for inspection by representatives of *KUB* during normal business hours.
- 14.6 In large commercial and industrial installations, the meter installation shall be in accordance with any special agreements made relative to the service rendered.
- 14.7 Multi-meter centers for apartments, condominiums, mobile home parks and other multiple housing units shall have permanent identification for each meter. The developer shall furnish *KUB* with a floor plan and/or a site plan showing the identification of all units and the configuration of the multi-meter center. The owner shall pay *KUB* the cost of making changes in *KUB's* records for any changes subsequently made to the property.
- 14.8 Unless otherwise authorized by *KUB*, the meter socket, instrument transformer box, or other metering enclosures shall not be used as a terminal or junction box.
- 14.9 *KUB* will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. *KUB* will make additional tests or inspection of its meters at the request of the *customer*. If such tests show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the *customer's* bill and *customer* will be charged the cost of making such test. In case the test shows the meter to be in excess of two percent (2%), fast or slow, an adjustment will be made in the *customer's* bill for such reasonable period of time prior to the date of such test, as determined by *KUB* in its sole discretion, and the cost of making test will be borne by *KUB*.

15. METER TAMPERING

- 15.1 Tamper means “to rearrange, injure, alter, interfere with, or otherwise prevent from performing a normal or customary function.” With respect to the provision of *electric service*, no one shall perform the following specified acts with the intent to obtain utility services without paying the full charge, or with the intent to enable another *person* to do so, or with the intent to deprive the utility of its full lawful charges for utility services: (1) diversion of *electric service*, (2) preventing any *electric* meter or other device used in determining the charge for *electric service* from accurately performing its measuring function by tampering or by any other means, (3) tampering with any property owned by or used by *KUB* to provide *electric service*, and (4) connecting or reconnecting with property owned or used by *KUB* to provide *electric service* without the authorization or consent of *KUB*.
- 15.2 No one shall do anything which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on an *electric* meter without the written permission of *KUB*. No one shall install any wires or device which will cause *electricity* to pass through or around a meter without the passage of such *electricity* being registered fully by the meter.
- 15.3 All metering equipment will be sealed by *KUB* for protection. No one, except authorized *KUB* employees, *KUB* contractors, or agents, shall cut, break, or otherwise remove a *KUB* seal on meters or metering equipment.
- 15.4 *KUB* will assess Revenue Protection and Recovery Charges against any *person* who tampers with or damages any *KUB electric system* equipment, including but not limited to *electric* meters or any device used to measure electric power provided to a *premise*. Any such charges shall be set forth in Appendix A to these *Service Procedures*.
- The assessment of Revenue Protection and Recovery Charges pursuant to this subsection shall not preclude *KUB* from exercising any other right or pursuing any other remedy available by state law, specifically including but not limited to the remedies provided under T.C.A. § 65-35-101 et seq.
- 15.5 In the absence of an identifiable *customer*, the owner of any *premises* may be presumed to be the *customer* of such *premises* for purposes of these *Service Procedures* and *KUB's* remedies for meter tampering.

16. CAPACITORS INSTALLED BY CUSTOMER

- 16.1 Unless otherwise authorized by *KUB*, capacitors installed by the *customer* shall be switched in such a manner that at no time will the power factor become leading at the service entrance.

17. DISPERSED POWER PRODUCTION

- 17.1 Cogeneration and small power production facilities as outlined in Public Utility Regulatory Policies Act of 1978 will be permitted by *KUB*. All such facilities must be in accordance with *KUB's* Interconnection and Parallel Agreement and Procedures. In addition, systems operating under a program provided by *KUB's*

wholesale electric supplier must also be in accordance with the wholesale electric supplier's requirements.

18. RESPONSIBILITY FOR VIOLATION OF RULES AND REGULATIONS AND SERVICE PROCEDURES

18.1 Where *KUB* furnishes *electric service* to a *customer*, such *customer* shall be responsible to *KUB* for all violations of the *Rules and Regulations*, these *Service Procedures* and the *Rate Schedules* of *KUB*, which occur on the *premises* served or in connection with such *electric service*. Personal participation by the *customer* in any such violations shall not be necessary to impose such personal responsibility on the *customer*.

19. UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY

19.1 No *person* shall operate any of *KUB's* switches or any of *KUB's* equipment without permission or authority from *KUB*.

20. RESPONSIBILITY FOR KUB'S PROPERTY

20.1 All meters, service *connections*, overhead *electric service lines* (*service drops*) and other equipment deemed to be owned by *KUB* shall be and remain the property of *KUB*. The *customer*, *user*, and if a different *person*, owner shall provide a space for and exercise proper care to protect any *KUB* property located on their *premises*. In the event of loss or damage to *KUB's* property, the cost of necessary repairs or replacements shall be paid by the responsible party.

20.2 No *person* shall perform excavation without a valid TN811 locate request ticket. The Tennessee Underground Utility Damage Prevention Act specifies the requirements for safe digging or other work near utilities.

21. USE OF ELECTRIC SYSTEM ASSETS

21.1 The use of any physical assets of *KUB's electric system*, including but not limited to rents of conduit or fiber, pole attachments and space rent within *KUB* facilities, shall be granted solely through written authorization of *KUB*. Compensation to *KUB* for the use of such physical assets shall be governed through a written agreement with such *person* or based on charges and *fees*, as set forth in the appendices, whichever is applicable.

22. ELECTRIC SCHEDULE OF CHARGES AND FEES

22.1 The *Rules and Regulations*, as approved by the *Board*, delegate to *KUB* the authority to establish charges and *fees* for the operation of the *Electric Division* to the *President and CEO* of *KUB*. A listing of applicable charges and *fees* will be attached to these *Service Procedures*, and will be updated as necessary to reflect changes in business practices and economic factors. All changes to charges and *fees* will be approved by the *President and CEO*.

23. CONTRACT REQUIREMENTS

- 23.1 *KUB* may require contracts for *electric service*. Contract requirements for *electric service* provided under the *Rate Schedule* will be updated as necessary to reflect changes in business practices, economic factors, and the adoption of new and/or revised *Rate Schedules* by the *Board*.

24. COMMUNICATION OF INFORMATION

- 24.1 *KUB* informs *customers* about *rates* and service practice policies by making such information available upon *customer's* application for service, at any time upon request of a *customer*, by providing this information on the *KUB* website (<http://www.kub.org>), and/or via other methods of communication.

When *KUB* initiates retail *rate* actions, *KUB* communicates via public statement issued through print media and/or via electronic media in order to reach the majority of *customers* in the *KUB* service territory. For example, retail *rate* actions initiated by *KUB* are publicly communicated via meetings of the *KUB Board of Commissioners*, as well as being documented in *Board* meeting agendas, minutes, and/or videos available on the *KUB* website.

Upon a *customer's* request, *KUB* will make available the *customer's* usage data for the prior 12 month period. By logging into their accounts on *KUB's* website, *customers* can at any time view the detailed usage data for the prior 12 months of service. Furthermore, upon request by the *customer*, the detailed information may be provided to the *customer* via other media.

APPENDIX A - ELECTRIC DEPOSITS, CHARGES AND FEES

UTILITY DEPOSIT

Residential - \$300 per *premise* (any combination of electric, gas, water and wastewater).

Non-Residential – per Section 2 of these *Service Procedures*, minimum \$300.

Utility deposits for residential *customers* are refundable per Section 2 of these *Service Procedures*.

NONREFUNDABLE CHARGES AND FEES

All charges and *fees* listed below in this Appendix are nonrefundable, unless otherwise determined by *KUB* in its sole discretion.

LATE FEES

Bills will be rendered on a regular billing cycle. In the event a current bill is not paid by the specified due date, an additional five percent (5%) shall apply to any unpaid amount of the bill.

COLLECTION FEES

In the event a *Customer's* utility account, which shall include but not be limited to bills for utility consumption, plus charges, fees, and civil penalties provided for herein and in the *Electric Rules and Regulations*, is overdue and enters the collection process, the *Customer* will bear the cost of collection-related expenses, including but not limited to collection agency fees and reasonable attorney fees, as applicable.

KUB reserves the right, at its sole discretion, to waive the cost of collection-related expenses, including but not limited to collection agency fees and reasonable attorney fees, as applicable.

PULSE METERING CHARGES

Initial installation charge\$156.00

Annual charge per meter\$120.00

SERVICE ORDER CHARGES AND FEES

Connection fees (any combination electric, gas, and/or water)

Residential – Business hours\$35.00

Commercial and Industrial - Business hours\$45.00

Residential – Non-business hours or same day request\$60.00

| | |
|---|---------|
| Commercial and Industrial – Non-business hours or same day request..... | \$65.00 |
| Multiple trips..... | \$40.00 |

Reconnection fees (any combination electric, gas, and/or water)

| | |
|--|---------|
| Residential – Business hours | \$40.00 |
| Commercial and Industrial – Business hours | \$50.00 |
| Residential – Non-business hours | \$80.00 |
| Commercial and Industrial – Non-business hours | \$90.00 |
| Multiple trips..... | \$40.00 |

| | |
|---------------------------------|-------------------------------|
| <u>Electrical permits</u> | \$5.00 plus cost of permit |
|---------------------------------|-------------------------------|

Light Watchman (Security Light)

| | |
|---|----------|
| Installation of light watchman. | \$75.00 |
| Installation of light watchman and pole. | \$175.00 |

Line Drops

| | |
|--|----------|
| Line drop and/or reattachment – Non-business hours | \$150.00 |
| Multiple trips..... | \$150.00 |

| | |
|-----------------------------------|---------|
| <u>Returned payment fee</u> | \$25.00 |
|-----------------------------------|---------|

Service Line Installation

| | |
|--|------------------------|
| Service size 400 amps and less | not less than \$100.00 |
| Service size larger than 400 amps..... | not less than \$200.00 |

REVENUE PROTECTION AND RECOVERY CHARGES

| | |
|---|----------|
| Tamper Fee (per event)..... | \$375.00 |
| Seal Tamper (alter, cut, or remove meter seal)..... | \$50.00 |
| Cut at Pole..... | \$675.00 |
| (Service wires to the <i>customer</i> meter center are cut at pole) | |

| | |
|--|----------|
| Remove Service Wires..... | \$675.00 |
| (Service wires from pole to the meter center removed) | |
| Damages to Equipment | Yes |
| Cost of materials (meter, meter band, lockband, seal, etc) | |
| Estimated Usage..... | Yes |

In addition to the above charges, *KUB* may also assess any damages as determined by a court of appropriate jurisdiction (see Section 15.4).

STAND-BY SERVICE CHARGES

| | |
|--|--------|
| <u>Single substation</u> -Monthly charge per kVA of reserve capacity..... | \$0.90 |
| <u>Multiple substations</u> -Monthly charge per kVA of reserve capacity..... | \$1.15 |

Rates for Stand-By Service stated above are for service provided at 13kV.
Service at higher voltage will be determined on a case by case basis.

APPLICATION FEES FOR TVA SOLAR PROGRAMS

| | |
|---------------------------------------|----------|
| Green Power Providers (GPP)..... | \$250.00 |
| Distributed Solar Solutions..... | \$500.00 |
| Dispersed Power Production (DPP)..... | \$500.00 |

APPENDIX B – INFRASTRUCTURE USE AGREEMENT FEES AND CHARGES

Annual Attachment Fees and Charges

1. **Annual Wired Attachment Fee:** (fee will be charged on a per Attachment basis per Infrastructure Use Agreement)

Effective January 1, 2019: \$36.00 per attachment per year.

2. **Annual Wireless Attachment Fee:** (fee will be charged on a per Site basis)

Effective January 1, 2019: \$260.28 per Site per year.

3. **Annual Network Attachment Fee:** (fee will be charged on a per linear foot basis)

Effective January 1, 2019: \$3.70 per attachment per year.

4. **Annual Equipment Attachment Fee:** (fee will be charged on a per Site basis)

Effective January 1, 2019: \$50 per attachment per year.

Other Fees and Charges

1. **Non-Recurring Fees:**

- License Application Fee, Wired OH \$1,000 per License Application for up to 50 Poles, \$20/pole for each pole over 50.
- License Application Fee, Wireless \$100 per License Application
- License Application Fee, Conduit Use \$740 per License Application for up to 10 city blocks (approx. 4000 ft)
- License Application Fee, Equipment..... \$100 per License Application
- Engineering Review Charges for Wireless.....See Infrastructure Use Agreement
- Make Ready Work Charges.....See Infrastructure Use Agreement
- Miscellaneous Charges.....See Infrastructure Use Agreement
- Inspection Fees.....See Infrastructure Use Agreement

NOTE: License Application fees may be adjusted periodically, but not more often than annually, to reflect increases in operating costs.

2. **Late Fee:** Maximum rate allowed by State of Tennessee, currently 1.5% per month.
3. **Unauthorized Attachment Fee:** 3x Annual Attachment Fee, per occurrence, per month.
4. **Failure to Timely Transfer, Abandon or Remove Facilities Fee:**
 - 1/5 Annual Attachment Fee per day, per piece of Infrastructure, Day 61- 90 after official notification;

- Annual Attachment Fee per day, per piece of Infrastructure, Day 91 and thereafter.