



Water Division Service Procedures (January 2017)

KNOXVILLE UTILITIES BOARD

KNOXVILLE, TENNESSEE

WATER DIVISION SERVICE PROCEDURES

I. SCOPE

The provisions of the *Water Division Rules and Regulations* (“*Rules and Regulations*”) and these *Water Division Service Procedures* (“*Service Procedures*”) shall apply to every *person* now or hereafter receiving *water service* from KUB, and the acceptance or use of *water 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 *water 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 *water service*, or to terminate *water 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*, these *Service Procedures* or KUB's *Water 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 the point at which the *water service line* connects with the *KUB water system*. For metered *water service*, the point of *connection* shall be where the outlet pipe leaves the outlet side of the meter box. For unmetered *water service*, the point of *connection* shall be at the control valve of the *water service main*.

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

Cross connection shall mean any actual or potential physical connection between *KUB's water system* and an unapproved *water* supply or other potential source of contamination.

Customer shall mean any *person* who receives *water 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 *water service* from *KUB*.

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

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.

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 *water service* from *KUB*.

Point of Delivery, unless otherwise designated by *KUB*, shall be where the outlet pipe leaves the outlet side of the meter box. For unmetered *water service*, the *point of delivery*, unless otherwise designated by *KUB*, shall be at the control valve of the *water service main*.

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*.

Private fire line shall mean a *water service line* to be used exclusively to access *water* flow for private fire protection purposes.

Private water system is any *water system* owned and maintained by the *customer*, whose operation is regulated by entities other than *KUB* including but not limited to the applicable Tennessee state regulatory authority. The *water use* of a *private water system* shall be master metered by *KUB* at a central location.

Rate is any quantitative value used to determine an amount levied on a *customer* directly related to the provision and/or consumption of *water* typically associated with utility usage, as set forth in a *Water 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 water 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 water system* and outlining the guidelines necessary to oversee the daily operation of *KUB's water system*.

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

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

Water and/or water service means water made available for consumption by *KUB* for its *customers, users*, and if a different *person*, owner for *domestic, commercial and/or industrial use* by delivering or distributing water via the *KUB water system*.

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

Water main shall mean the principal or major pipes in the *water system* conveying *water* to *water service lines* for distribution. A *water main* consists of a *water distribution main* and a *water service main*.

Water distribution main shall mean the *water main* that is ordinarily located in and extends longitudinally along a public street, road, similar public right of way or easement. The *water distribution main* shall be owned and maintained by *KUB*.

Water service main shall mean the portion of the *water main*, which leads from the *water distribution main* to the *point of delivery*. The *water service main* shall exclude the meter, meter box, control valve, and meter connections. The *water service main* shall be owned and maintained by *KUB*.

Water service line shall mean the pipe, which extends from the *point of delivery* to the *customer's, user's*, or if a different *person*, owner's *premises*. The *water service line* shall exclude the meter, meter box, control valve, and meter connections. The *water service line* shall be owned and maintained by the individual property owner.

Water system shall mean all facilities for distributing and receiving *water*, including but not limited to *water distribution mains, water service mains*, meters, meter boxes, meter connections, and control valves.

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 other currently effective *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 requesting or receiving *water service* from *KUB* and apply to all *water 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 *Water 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

WATER DIVISION SERVICE PROCEDURES

1. APPLICATIONS AND CONTRACTS FOR WATER SERVICE

1.1 GENERAL REQUIREMENTS FOR WATER SERVICE

- 1.1.1 A formal application for either original or additional *water 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 *water* 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 *water 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 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 *water service*, does not take the *water 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 *water service*.
- 1.1.5 The receipt by *KUB* of a *person's* application for *water service*, regardless of whether or not accompanied by a deposit, shall not obligate *KUB* to render the *water service* for which applied. If the *water 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 *water 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 *water 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 *water 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*. *KUB* may, in its sole discretion, extend *water service* to encourage economic development in accordance with the *Rules and Regulations*. *KUB* shall retain title, operate and maintain all *KUB water system* facilities in accordance with the *Rules and Regulations*.
- 1.1.8 All *persons* desiring a *connection* to the *KUB water system* shall be responsible for the installation of the *water service line* and making the *connection* to *KUB's water system*. The individual property owner shall own and maintain the *water service line*, and be responsible for any costs associated with the maintenance of the *water service line*.
- 1.1.9 *KUB* shall own and maintain the *water distribution main*, *water service main* (including any portion of the *water service main* that may be located inside the individual property owner's property line, for which *KUB* shall be granted an easement without cost to *KUB*), the meter, meter box, meter connection, and control valve.
- 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 *water 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.

1.2 SERVICE AND EXTENSIONS

- 1.2.1 Extensions of *KUB's water system* shall be offered by means deemed consistent with good engineering practices, the *Rules and Regulations*, and in accordance with these *Service Procedures*. *KUB water system* extensions shall be provided based on technical feasibility. The financial

investment *KUB* will make, if any, toward an extension of the *KUB water 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 water system* and any other economic factors *KUB* may deem appropriate under the circumstances. Unless otherwise agreed upon in writing, payment of any required *CIAC* shall be made prior to construction of 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,
- g) commercial buildings and/or commercial *customers*,
- h) industrial buildings and/or industrial *customers*, and
- i) business and industrial parks.

- 1.2.2 In accordance with the *Rules and Regulations* and these *Service Procedures*, *KUB* shall own and maintain all *water* facilities up to the *point of delivery*. Under certain circumstances, as determined by *KUB* in its sole discretion (i.e. *KUB* designates control valve at the *water service main* as *point of delivery* for a metered *water service*), *KUB* may also own and maintain certain *water* facilities beyond the *point of delivery*, including but not limited to the meter, meter box, and meter connections.

1.3 CUSTOMER'S PIPING, APPLIANCES AND EQUIPMENT - STANDARDS

- 1.3.1 All *customer* owned piping, appliances and equipment beyond the outlet side of the meter, including but not limited to the *water service line*, shall be installed and maintained at the expense of the individual property owner. In the case of new service installations or replacement or change of existing installations, all such piping and appliances shall be installed in accordance with the ordinances of the *City*, if located within the corporate limits of the *City*, or in accordance with the requirements of the applicable governing jurisdiction, such as Knox County, Jefferson County, Sevier County, or the State of Tennessee if located outside the corporate limits of the *City*.
- 1.3.2 By furnishing *water service* to a *customer*, *KUB* assumes no responsibility for ensuring that the *customer's* piping and/or appliance installations comply with the requirements set forth herein.

1.4 CHANGE IN SERVICE REQUIREMENTS

At *KUB's* sole discretion, *KUB* will modify the capacity of the same type service to accommodate changes in *water* demand. *KUB's* investment, if any, toward a change in *customer's* capacity will be based on economic feasibility to *KUB*.

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 *water* service.

The required deposit amount for *water* service is set forth in Appendix A – Water Deposits, Charges, and Fees. For residential *customers*, *KUB's* deposit requirement amount shall not exceed twice the highest monthly bill (actual or estimated) as averaged for all residential *water* *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.

- 2.2 Non-residential *customers* shall not be required to provide a monetary security deposit as set forth in Section 2.1 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 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. 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.

- 2.3 Upon termination of the *water 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 *water 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 *water 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.

- 2.4 No deposit shall be transferable, assignable, or otherwise encumbered by the *customer*.
- 2.5 Except as otherwise provided herein, simple interest shall be paid on all *customers'* monetary deposits given as security for the payment of charges for *water 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 *water 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 *water 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%.

- 2.6 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 The *point of delivery* for metered *water service*, unless otherwise designated by *KUB*, shall be the point where the outlet pipe leaves the outlet side of the meter box. In the event the meter and meter box are located inside the *customer's*, *user's*, and if a different *person*, owner's property line, *KUB* shall be granted access, without cost to *KUB*, to that portion of the *water service main* inside the property line. The *point of delivery* for unmetered *water service*, unless otherwise designated by *KUB*, shall be at the control valve of the *water service main*, which provides *water service* to the *customer*, *user*, and if a different *person*, owner.

- 3.2 The location of *KUB's* meter, meter box, *water service main*, or other equipment on the *customer's*, *user's*, and if a different *person*, owner's property shall not change the location of the *point of delivery*. All *customer* owned piping, appliances and equipment beyond the outlet side of the meter shall be installed 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 *Water Division Rate Schedules* are based upon the supply of *water service* through a single *point of delivery*.
- 3.3.2 At *KUB's* sole discretion, separate *water services* for the same *customer* at a common location shall be permitted, provided said separate *water services* do not conflict with any applicable codes and/or ordinances and are metered and billed separately. This type of *water service* may be approved only in writing by *KUB*.

4. CROSS CONNECTIONS

- 4.1 No *cross connection* of any kind shall be permitted between *KUB's* *water* supply and the *water* supply from any other source, without the written permission of *KUB*.
- 4.2 *KUB* shall manage and enforce its *Cross Connection Control Program* as set forth in the *KUB Cross Connection Control Compliance Manual*.

- 4.3 The *customer's, user's*, and if a different *person*, owner's failure to install and/or properly maintain an approved backflow prevention device, as set forth in the *KUB Cross Connection Control Program Manual*, poses a risk to *KUB's water system* and shall be considered a violation of these *Service Procedures* and the *Rules and Regulations*.
- 4.4 The provisions contained in this Section 4 are in keeping with the requirements set forth in Tennessee Code Annotated 68-221-711(6) and Section 0400-45-01-.17(6) of the Tennessee Department of Environment and Conservation Rules governing Public Water Systems.

5. CONNECTIONS WITH FIRE HYDRANTS

- 5.1 Whenever *KUB* authorizes a *connection* to be made to a fire hydrant, a reducing coupling, an independent valve, a portable *water* meter, and a backflow prevention device shall be attached to the fire hydrant outlet for the purpose of measuring and regulating *water* supply. The main valve for the fire hydrant must be opened full at the beginning of work each day and shall remain open until the close of work on such day, during which working period the *water* supply shall be regulated entirely by the independent valve. No wrench shall be used in the operation of the fire hydrant unless said wrench has been approved for use by *KUB*. No *water* leakage shall be allowed during such use of *water* from a fire hydrant.

Any unauthorized use of a fire hydrant may be subject to the Revenue Protection and Recovery Charges, as set forth in Appendix A.

6. PRIVATE FIRE LINE

- 6.1 Under no circumstances may a *customer, user*, and if a different *person*, owner opt out of paying for a fire line service where an active fire line is present while paying for other utility services.
- 6.2 *KUB* will not turn off an active fire line in order for the *customer, user*, and if a different *person*, owner to no longer pay for service. If the *customer, user*, and if a different *person*, owner wishes to discontinue billing, the only option is condemnation of the fire line service.
- 6.3 *KUB* will not condemn a fire line service (meaning disconnect a fire line at the main or cap off the line) per the *customer's, user's*, and if a different *person*, owner's request only. Permission for condemnation is required in writing from the Fire Marshall.
- 6.4 *KUB* will not turn off an active fire line even when a tenant vacates the *premises* and all utilities are disconnected. *KUB* will make every attempt to find the owner to bill the fire line service.

- 6.5 Only *KUB* or *KUB* contractors may operate fire line valves. *Customers, users,* and if a different *person, owner's, contractors, and/or plumbers* are not permitted to operate the *KUB* fire line valves.
- 6.6 *Customers, users,* and if a different *person, owners* are required to notify *KUB* in order to have their fire line valves closed and opened by authorized personnel.
- 6.7 *KUB* will not re-notify the Knoxville Fire Department if a fire line remains off for temporary repair outage over an extended period of time; it is the Knoxville Fire Department's responsibility to enforce compliance with fire line codes.

7. INSPECTIONS

- 7.1 *KUB* shall have the right, but shall not be obligated, to inspect any installation of *water service* before *water* is introduced or at any later time. *KUB* reserves the right to refuse or terminate a *connection* to any *water service* that is not in accordance with the applicable plumbing standards of the *City, Knox County,* or other governing jurisdictions, if applicable, 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, piping, plumbing, or appliances, or from violation of the applicable plumbing standards, 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.*
- 7.2 *KUB* shall not be obligated to connect, reconnect, or render *water service* to buildings or *premises* not approved for *water service* until such time as a Certificate of Occupancy has been rendered by the applicable regulatory authority with the duty of issuing such a certificate.

8. RIGHT OF ACCESS

- 8.1 *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 water system* component;
 - 3. Clearing hazards away from *KUB's water system;*
 - 4. Inspecting and operating the *customer's, user's,* and if a different *person, owner's water facilities;*
 - 5. Inspecting the *premises;* and
 - 6. Providing notifications

in order to determine that *KUB's Rules and Regulations* and/or these *Service Procedures* implementing the *Rules and Regulations,* and the regulations and requirements of the applicable Tennessee state regulatory authority 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 *water 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 *water 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 to 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*.

9. BILLING

- 9.1 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.
- 9.2 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.
- 9.3 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 – Water 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.
- 9.4 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.
- 9.5 In the event bills are not paid on or before the past due date, *water service* may be terminated in accordance with Section 12 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 *water service* is actually terminated.
- 9.6 Failure to receive a bill will not release a *customer* from payment obligation, nor extend the due date.
- 9.7 *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.

- 9.8 Except as may otherwise be provided in Section 12, *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.

9.9 ESTIMATED BILL

- 9.9.1 *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.

- 9.9.2 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*.

10. RATES AND CHARGES

- 10.1 All *water* furnished by *KUB* shall be measured or estimated in hundreds of cubic feet and shall be furnished at the applicable *rates* in effect at the time and as adopted by proper resolutions of the *Board*.
- 10.2 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.
- 10.3 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 water service*. If quantity or use of *water* for any *customer* should change to such an extent that *customer* no longer complies with the availability clause of the *Water 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*.

- 10.4 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*.
- 10.5 If, after a *water 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 *water* 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.

11. CREDITS

- 11.1 A credit may be applied to a *customer's* bill when excessive consumption occurs as a result of a leak on the *customer's* piping, appliances or equipment. To be considered for a leak credit, *customers* must be in service for at least six months and request an adjustment by either phone, e-mail or web request.
- 11.2 Credits may be issued for up to two consecutive months.
- 11.3 *Customers* may be issued credits for consumption that exceeds 15 times their average consumption, based on proof of repair:
 - 11.3.1 *Customers* providing proof of repair are eligible to receive a credit for 100% of their excess consumption.
 - 11.3.2 *Customers* not providing proof of repair are eligible to receive a credit for 50% of their excess consumption.
- 11.4 *Customers* are only eligible for one credit of this type per 12 months.

12. TERMINATION AND RECONNECTION OF SERVICE

12.1 TERMINATION OF SERVICE BY KUB

- 12.1.1 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) 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.

- 12.1.2 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.
- 12.1.3 Such right to terminate *water service* shall apply to all *water service* received through a single service, even though more than one *person* is furnished *water service* therefrom, and even though the delinquency or violation is limited to only one such *customer*.
- 12.1.4 Termination of *water 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 *water 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.

- 12.1.5 *KUB* shall have the right to refuse to render *water service* to any applicant whenever the applicant or any member of the household, company or firm to which such *water 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*.
- 12.1.6 If *KUB* should for any reason begin to render *water service* to an applicant to whom *KUB* has a good and valid reason for refusing to render such *water service*, *KUB* shall have the right to terminate such *water service* at any time after such *water service* is begun, even though the *customer* does nothing to justify the termination of *water service* during the time such *water service* is being rendered.
- 12.1.7 *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 *water services* for non-payment of the bill may be temporarily suspended until the expiration of extreme weather condition advisories and/or warnings.
- 12.1.7.1 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.
- 12.1.7.2 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.

12.2 TERMINATION OF SERVICE BY CUSTOMER

- 12.2.1 *Customers* who have fulfilled their contract terms and wish to terminate *water service* must give at least one (1) business day notice to the effect, unless the contract specifies otherwise. Notice to terminate *water service* prior to expiration of contract term will not relieve *customer* from any minimum or guaranteed payment under contract or applicable *Rate Schedule*.
- 12.2.2 Under no circumstances will the continuance or termination of *water service* be used as a means of forcing the occupant of *premises* to surrender possession thereof.
- 12.2.3 When *water 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 *water service* under such a contract:

- (a) Written notice of the *customer's* desire for such *water service* to be terminated may be required; *KUB* shall have the right to continue such *water 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 *water service*. If *KUB* should continue *water service* after such ten-day period subsequent to the receipt of the *customer's* written notice to terminate *water service*, the *customer* shall not be responsible to *KUB* for charges for any *water service* furnished after the expiration of such ten-day period.
- (b) During such ten-day period, or thereafter, the occupant of *premises* to which *water 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 *water 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 *water service*.

12.3 LIABILITY FOR FAILURE TO TERMINATE A SERVICE

- 12.3.1 *KUB's* liability shall be limited to the forfeiture of the right to charge a *customer* for *water* that is not used but is received from a *water service line* if, after receipt of at least ten days' written notice to terminate a *water service*, *KUB* has failed to terminate such *water service*.
- 12.3.2 Except to the extent stated above, *KUB* shall not be liable for any loss or damage resulting from a failure to terminate *water service*. *Customer* shall rely exclusively on privately owned cut-offs or valves rather than on *KUB* terminating *water service*. *Customer* shall also be responsible for ensuring that the plumbing is properly drained, and is kept properly drained, after *water service* has been terminated.

13. INTERRUPTION OF SERVICE

- 13.1 In connection with the construction, operation, maintenance, repair, and extension of *KUB's water system*, *water* 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 *water service* or for damages from the resumption of *water service* without notice after any such interruption.
- 13.2 *Customer*, *user*, and if a different *person*, owner shall notify *KUB* immediately should the *water service* be unsatisfactory for any reason, or should there be any

defects, trouble, or accidents affecting the supply of *water*. Such notice, if verbal, should be confirmed in writing.

- 13.3 *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) beyond the *point of delivery*, which may be caused by interruptions of *water service*, or by fluctuations in pressure on *KUB's water system*.
- 13.4 *KUB* does not guarantee to any *customer, user*, and if a different *person, owner* any fixed pressure or continuous *water service*.

14. RESTRICTED USE OF WATER

- 14.1 In the event of an emergency or other condition causing a shortage in the amount of *water* for *KUB* to meet the demands on its *water system*, *KUB* may, by a method deemed equitable by *KUB*, fix the amount of *water* to be made available for use by *customers* and/or may otherwise restrict the time and purpose of *water* use by *customers*. A time of *water* shortage within the meaning of this rule shall be deemed to exist whenever the actual use or the reasonably anticipated use of *water* in any day or other period of time exceeds the quantity of *water* *KUB* can supply for such day or such other period of time.
- 14.2 If such conditions become necessary, a *customer* may request a variance of such restriction because of unusual circumstances including matters adversely affecting public health, safety, and welfare.
- 14.3 If a *customer* fails to comply with such restriction as provided for in 14.1, *KUB* may take such remedial action, as it deems appropriate under the circumstances, including but not limited to temporarily disconnecting *water service* or charging additional amounts because of the excess use of *water*.
- 14.4 *KUB* also reserves the right to grant no further applications for *water service* until such time that the shortage of *water* for *KUB* to meet the demands on its *water system* has been alleviated.

15. RELOCATION OF AND CHANGES TO KUB'S FACILITIES

- 15.1 When a *customer* or owner desires to change the location of *KUB's* facilities and equipment on the *customer's* or owner's property in order to receive *water service*, the *customer* or owner shall provide adequate easement rights as required by *KUB* for *KUB's* facilities. No applicant for *water 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.

- 15.2 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 *water 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.

15.2.1 When a public right-of-way is changed for the benefit of private interests and *KUB's water 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.

- 15.3 Any *customer* or owner whose *premises* do not extend to a public street right-of-way or other public right-of-way from which *water service* can be safely and economically provided shall be responsible for providing and maintaining, without cost to *KUB*, an easement for *KUB's water* facilities between the *customer's* or owner's *premises* and the public right-of-way from which such *water service* is to be or is being provided. Such *customer* or owner shall be responsible for providing and maintaining all *water* 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.

16. METERS

- 16.1 All meters and metering equipment installed by *KUB* shall remain the property of *KUB* unless otherwise agreed in writing by *KUB*.
- 16.2 *KUB* will install and maintain adequate metering facilities to measure the *water* used in accordance with the applicable *Rate Schedule*.
- 16.3 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 modifications to the *water service line* or *customer's* piping shall be completed by the *customer*, *user*, and if a different *person*, owner before any changes are made by *KUB*.

- 16.4 In large commercial and industrial installations, the meter installation shall be in accordance with any special agreements made relative to the service rendered.
- 16.5 Master meters shall be installed for *water service* provided to commercial developments and multi-unit structures such as townhouses, apartments, condominiums and mobile home parks that are located on one contiguous piece of property. Master meters should be located in public right-of-way or easement adjacent to the property being served and shall be owned and maintained by *KUB*. Unless otherwise approved by *KUB* in writing, all *water* lines, appurtenances and sub-metering beyond the *point of delivery* shall be owned and maintained by the *customer*. *KUB*, in its sole discretion, may choose to install multi-meter centers for *water service* provided to townhouses and other such multi-unit structures. Multi-meter centers 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.
- 16.6 *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*.
- 16.7 A secondary *water* meter is a device that measures *water* used at a *premise* that does not directly return to *KUB's wastewater system*. The secondary *water* meter is typically located between the primary *water* meter and the *customer's* home or business. Secondary *water* meters are owned and maintained by *KUB*. The *customer* is responsible for purchasing the meter, meter well, horn, lid and if applicable, a backflow prevention device. The *customer* is also responsible for installing the meter well, lid, horn and if applicable, backflow prevention device, per *KUB's current standards and specifications*. *KUB* is responsible for inspecting the site, determining if a backflow device is needed and installing the meter. There are no monthly *customer* charges associated with a secondary *water* meter; therefore, the *customer* is responsible for all meter and associated equipment replacement charges.
- 16.8 Whenever *KUB* authorizes a *connection* to be made to a fire hydrant, an approved portable *water* meter assembly with a backflow prevention device shall be obtained from *KUB* for such use. The portable *water* meter assembly shall be positioned near the fire hydrant outlet for the purpose of measuring and regulating *water* supply.

17. METER TAMPERING

- 17.1 Tamper means “to rearrange, injure, alter, interfere with, or otherwise prevent from performing a normal or customary function.” With respect to the provision of *water 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 *water service*, (2) preventing any *water* meter or other device used in determining the charge for *water 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 *water service*, and (4) connecting or reconnecting with property owned or used by *KUB* to provide *water service* without the authorization or consent of *KUB*.
- 17.2 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 a *water* meter without the written permission of *KUB*. No one shall install any pipe or device which will cause *water* to pass through or around a meter without the passage of such *water* being registered fully by the meter.
- 17.3 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.
- 17.4 *KUB* will assess Revenue Protection and Recovery Charges against any *person* who tampers with or damages any *KUB water system* equipment, including but not limited to *water* meters or any device used to measure *water* 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.
- 17.5 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.

18. METER LOCATIONS

- 18.1 *KUB* approval of meter location(s) shall be obtained before the installation of the *water service line*.
- 18.2 The *customer* or owner of the *premises* shall provide a suitable location, satisfactory to *KUB*, for all metering equipment.

- 18.3 Meters shall not be placed in a location that will subject them to undue exposure to heat, dampness, dust, dirt, accidental damage or severe vibration.
- 18.4 The location of metering equipment must permit ready access for inspection, maintenance, repair or removal of the metering equipment and must permit the meter being easily read from outside the building, unless expressly authorized by *KUB* in advance.
- 18.5 When two or more meters are to be installed at one *premise*, such as an office building or apartment building, the meters shall be grouped in one common place, accessible at all times during normal business hours. The expense of installing such multi-meter centers shall be borne by the *customer*.
- 18.6 Except with the written approval of *KUB*, all meters shall be located at or in close proximity to the property line.
- 18.7 Meters found to be located in positions not in conformity with the foregoing requirements shall be moved, at the expense of the *customer*, to locations which do conform, when:
- (a) The *premises* on which the meter is located is undergoing major structural alterations involving changes in the *water service line* and/or plumbing; and
 - (b) The *customer* desires the meter to be relocated for *customer* convenience; and
 - (c) Changes are made to the *premises* which make the meter inaccessible; and
 - (d) A *customer* is found to be preventing or avoiding proper registration by the meter.

KUB reserves the right to move a meter, at its own expense, to a more accessible location despite the fact *KUB* may have previously approved the location no longer desired by *KUB*.

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

- 19.1 Where *KUB* furnishes *water 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 *water service*. Personal participation by the *customer* in any such violations shall not be necessary to impose such personal responsibility on the *customer*.

20. UNAUTHORIZED USE OR INTERFERENCE WITH WATER SUPPLY

- 20.1 No *person* shall operate any of *KUB's* valves or any of *KUB's* equipment without permission or authority from *KUB*.
- 20.2 No *person* shall be permitted to jeopardize the public *water* supply by failing to satisfy regulatory requirements associated with *cross connection* control.

21. RESPONSIBILITY FOR KUB'S PROPERTY

- 21.1 All *water service mains*, meters, meter boxes, 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.
- 21.2 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.

22. USE OF WATER SYSTEM ASSETS

- 22.1 The use of any physical assets of *KUB's water system*, including but not limited to rents of space within or attachment to *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 Appendix A, whichever is applicable.

23. WATER SCHEDULE OF CHARGES AND FEES

- 23.1 The *Rules and Regulations*, as approved by the *Board*, delegate to *KUB* the authority to establish charges and *fees* for the operation of the *Water 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*.

24. CONTRACT REQUIREMENTS

- 24.1 *KUB* may require contracts for *water service*. Contract requirements for *water 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*.

25. NOTICE OF TROUBLE

- 25.1 *Customer, user, and if a different person, owner shall notify KUB immediately should the water service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water. Such notice, if verbal, should be confirmed in writing.*

26. RESALE SERVICE

- 26.1 No person shall resell water from *KUB's water system* without *KUB's* express written permission or written authorization from the applicable Tennessee state regulatory authority.

27. COMMUNICATION OF INFORMATION

- 27.1 *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 – WATER 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*.

Utility deposits 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, the following additional charges shall apply:

Residential

For bills rendered to residential *customers*, an additional five percent (5%) shall apply to any unpaid amount of the bill.

All Others

For bills rendered to non-residential *customers*, there shall be added to the bill an amount equal to five percent (5%) of the first \$250 of the unpaid balance, plus one and one half percent (1 ½%) of any unpaid balance exceeding \$250.

SERVICE ORDER CHARGES AND FEES

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

Residential - Business hours\$40.00

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

Collection notification (door hanger) fee (eff. 9/1/2015).....\$ 8.00

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>Energy audit</u>	\$150.00
<u>Returned payment fee</u>	\$25.00

TAP FEES

Charges may be more than the minimum amounts stated below due to additional costs related to long-side services or other factors necessary to provide service to the *customer*.

NEW METERED SERVICES

5/8" service.....	not less than \$800.00
1" service.....	not less than \$1,100.00
1 ½" service.....	not less than \$3,000.00
2" service.....	not less than \$3,300.00

Tap fees for metered services 3" and larger in size will be determined by *KUB* based on the estimate of actual cost.

NEW DEVELOPMENTS/SUBDIVISIONS

The following *fees* are for service *connections* in developments where the service tap has already been installed by the developer, but where no *water* meter or meter box has been installed.

5/8" service.....	not less than \$500.00
1" service.....	not less than \$700.00

UNMETERED PRIVATE FIRE LINES

2" fire line.....	not less than \$1,800.00
4" fire line.....	not less than \$2,500.00
6" fire line.....	not less than \$3,500.00

8" fire line.....not less than \$4,000.00

Charges for fire lines larger than 8" in size will be determined by *KUB* based on the estimate of actual cost.

SECONDARY WATER METER

5/8" secondary water meter (standard).....\$50.00
5/8" secondary with communication device.....\$230.00
Inspection and set-up.....\$40.00

PORTABLE WATER METER

1" portable water meter deposit.....\$1,500.00
2" portable water meter deposit.....\$2,500.00
Cash deposit is not required with an active *KUB* service agreement.

REVENUE PROTECTION AND RECOVERY CHARGES

Tamper Fee (per event).....\$300.00
Seal Tamper (alter, cut, or remove meter index seal).....\$50.00
Condemn at Main (disconnect service line from *KUB* main).....\$350.00
Damages to Equipment.....Yes
Cost of materials (meter, meter horn, valves, meter well, lock, 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 17.4).