

Loudon Utilities

**P.O. Box69
201 Alma Place
Loudon, TN 37774
865-458-2091
Fax: 865-458-6781**

CUSTOMER SERVICE POLICY STANDARDS

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LOUDON UTILITIES	PHONE: 865-458-2091
201 ALMA PLACE	AFTER HOURS: 865-458-2091
LOUDON, TENNESSEE 37774	WEBSITE: www.loudonutilities.org
OFFICE HOURS: 8:00 A.M. – 4:30 P.M.	
MONDAY - FRIDAY	

DEPOSITS AND SERVICE CHARGES (See Section D, Rules and Regulations for further details)

SECURITY DEPOSITS

■ Electric, Gas and Water

● Standard Residential *

Deposit Required

Electric	lower of 2 times highest monthly usage for the service address for the prior 12 months or \$250
Gas	lower of 2 times highest monthly usage for the service address for the prior 12 months or \$250
Water	lower of 2 times highest monthly usage for the service address for the prior 12 months or \$30

*All customers applying for service will have a credit history check through OnLine Utility Exchange. Customer may have their deposits reduced to the following based on the applicant's credit risk rating:

Credit Risk	Deposit Required
Minimum	No deposit
Medium Credit Risk	Lower of one month's average usage for service address or \$125 (electric & gas deposit); Lower of one month's average usage or \$15 (water)
High Credit Risk	Lower of two times average monthly usage for service address or \$250 (electric & gas deposit); Lower of one month's average usage or \$30 (water)

● Standard Commercial and Industrial

Electric	Approximately 2 month's highest bill for the prior 12 months for the location
Gas	Approximately 2 month's highest bill for the prior 12 months
Water	Approximately 2 month's highest bill for the prior 12 months

CONNECTION FEES

For new power, gas or water service or transfer of power, gas or water service from one address to another:

Electric, Gas, Water \$ 30.00

Be sure that all faucets are closed. We cannot leave the meter on with water running. A \$30.00 service charge will be required for each trip after the initial cut on.

RECONNECTION FEES*

RESIDENTIAL

8:00 A.M. to 4:30 P.M. (Regular Hours) \$ 30.00

All other times \$ 75.00

Requiring line crew reconnection 3:30 P.M. to 7:00 A.M. \$200.00

COMMERCIAL AND INDUSTRIAL

Requiring service department reconnection \$ 75.00

Requiring line crew reconnection 7:00 A.M. to 3:30 P.M. \$ 75.00

Requiring line crew reconnection 3:30 P.M. to 7:00 A.M. \$200.00

*Reconnection fees are charged whenever service has been discontinued by LUB for non-payment or a trip is made for the purpose of discontinuing service.

SERVICE CALLS FOR CUSTOMER'S TROUBLE

ELECTRIC, GAS OR WATER

7:00 A.M. to 3:30 P.M. (Regular Hours) \$ 50.00

All other times \$ 75.00

OTHER FEES

Returned Check Charge \$ 30.00

Meter Test Charge \$ 25.00

Special Service Call – Access to Facilities \$ 30.00

Theft of Service or Meter Tampering Actual Cost Incurred
(Minimum of \$250.00)

ELECTRIC SERVICE CONNECTION FEES

In many instances the policies will require Customers or Developers to make a contribution-in-aid of construction. The Engineering Department will meet with Customer and a cost will be estimated at that time.

TAP FEES

NEW TAPS INTO LUB WATER LINES

INSIDE CITY LIMITS	Tap	Facilities Charge	Total Fee
3/4" Meter	\$400.00	\$250.50	\$650.50
1" Meter	\$400.00	\$250.50	\$650.50

OUTSIDE CITY LIMITS	Tap	Facilities Charge	Total Fee
3/4" Meter	\$400.00	\$250.50	\$650.50
1" Meter	\$400.00	\$250.50	\$650.50

An accessible shut-off valve shall be installed on customer side of meter in service line with approved valve box.

Line Assessment Charge:

1 to 100 Feet	\$ 500.00 (Minimum charge)
101 to 150 Feet	\$ 5.00 per foot
Over 150 Feet	\$ 750.00 (Maximum charge)

Commercial and Industrial Tap Fee

Tap fees will be based on meter size and estimated monthly flow. As an example 2" meter and larger customer will make tap and furnish all material according to specifications of Loudon Utilities.

Sprinkler and Irrigation Meter Tap Fee	\$ 400.00
(We do reserve the right to disconnect when needed)	

NEW TAPS INTO LUB SEWER LINES

	Tap	Facilities Charge	Total Fee
Residential	\$500.00	\$450.00	\$950.00

Commercial and Industrial Tap Fee

Tap fees will be based on estimated monthly flow; sewer connection must be installed according to specifications of Loudon Utilities.

NEW TAPS INTO LUB GAS LINES

Tap Fee (1 st 100 Feet of Service Line)	\$ 150.00
Additional service line is billed at \$ 1.00 per foot	

Loudon Utilities
201 Alma Place
Loudon, TN 37774

A. APPLICATION FOR SERVICE

Each prospective Customer desiring service is required to sign a Standard Application before service is supplied. Commercial and Industrial Customers will also be required to sign a Standard Application and a Service Contract. Each prospective Customer of record must provide two (2) forms of positive personal identification, such as driver's license and a social security card upon application for utility service. Also, a copy of a customer's rental agreement or lease must be presented if the service location is not owner occupied. Service will not be supplied to an applicant who does not (1) sign the required form, (2) provide adequate identification, or (3) provide the required rental documents for properties that are not owner occupied (if applicable). Furthermore, service will not be supplied to any applicant: (a) who is indebted to LUB or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to LUB or (c) who was a member of the household of a former Customer when said indebtedness was incurred, except upon payment of such indebtedness.

B. RESPONSIBLE PARTIES

All persons of legal age residing at a location receiving the benefit and use of utility service supplied to that location by LUB will be held jointly and severally liable for payments for said utility services. Such payment liability will exist due to the knowledge of adults residing at said locations that such service is not free, and that each resident adult has benefited from said electric power service. Such third party may include, but is not limited to, the following: roommates, spouses, girlfriends, boyfriends, tenants, landlords, brothers, sisters, or other family members. Payment will be sought from these other responsible parties in the event that the Customer of record (Section A) defaults on payment obligations.

C. CONNECTION/TRANSFER FEE AND POLICY

There will be a connection/transfer charge imposed on all new utility accounts as adopted by the LUB rate schedule. This will include homeowners, rentals, commercial and industrial accounts.

Each residential dwelling or commercial/industrial property will be required to have their own utility service connection. This includes electric, gas, water, or sewer and the appropriate Tap Fee will be applied.

D. DEPOSITS AND SERVICE CHARGES

DEPOSIT POLICY

In all cases, LUB will make deposit decisions in such a way as to assure protection for LUB from a customer's failure to remit payment for services. These decisions may be based on various factors, but will be applied without regard to race, color, creed, gender, age, national origin, or marital status. The various factors may be any or all of the following: actual history with existing and former customers, billing history of existing service locations, billing history of similar size buildings and business activity, and a customer's credit scores. Unless extenuating circumstances are present, the following procedures shall be used as a guide for establishing deposit amounts:

Deposit-Residential Customers

1. A deposit will be required of all residential customers that do not meet the minimum credit score established by the Finance Officer or his/her designee.
2. New-service applicants who pose no credit risk (Green Light returned on the ONLINE UTILITY EXCHANGE) will be charged no deposit.
3. New-service applicants who pose minimal risk (Yellow Light returned on the ONLINE UTILITY EXCHANGE) will be charged a deposit equal to one times the highest month's usage for the service address during the preceding 12 months.
4. New-service applicants who pose substantial credit risk (Red Light returned on the ONLINE UTILITY EXCHANGE) will be charged a deposit equal to two times the highest month's usage for the service address during the preceding 12 months.
5. If the service address is new and has not had service before, an ONLINE UTILITY EXCHANGE will be run as normally required. A Green Light shall require no deposit. A Yellow Light shall require a deposit computed at the rate of \$0.10 per heated square foot. A Red Light shall require a deposit of \$0.20 per heated square foot. As an example, a 2,000 sq. foot Structure with a Yellow Light would require a \$200 deposit and a \$400 deposit if the applicant returns a Red Light. The deposit can be adjusted after 12 months of history to ensure that it does not exceed more than twice the highest bill during the prior 12 months.
6. Any existing customer who has no deposit and becomes delinquent (i.e. have not paid current bill for 30 days, or has had two or more delinquencies in any consecutive 24-month period), shall be deemed to have an unsatisfactory payment record and must pay a maximum deposit to continue service.
7. Any request for extension where the customer has had existing service for six months or more, shall have a new ONLINE UTILITY EXCHANGE report pulled,

and, if the decision indicates credit risk, the deposit shall be required to be increased to the appropriate deposit amount.

8. A customer who has had service terminated by another utility or has an unpaid utility bill with another utility, returned by the ONLINE UTILITY EXCHANGE shall pay a maximum deposit.
9. A customer who has service terminated by LUB and has not posted a deposit, shall post the maximum deposit and pay all outstanding bills before service is restored. A customer whose service is terminated for proper reason and has posted a deposit shall increase the deposit by \$100 and pay all outstanding bills before service is restored. The deposit can be increased till it is equal to the twice the highest monthly bill during the prior 12 months.
10. A customer who submits a bad check shall be subject to posting a maximum deposit if one is not already posted. If the check goes to the Utility Attorney for collection, the customer shall increase the deposit by \$100 before service is restored.
11. A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person other than the applicant, or is fraudulent, shall be required to provide a valid social security number as well as additional proof of identity i.e. valid driver's license, Social Security Card, etc. before service will be activated.

Deposit-Commercial and Industrial Customers

1. Commercial applicant's deposit will be determined in the following manner:
 - A. Sole proprietorships will have an ONLINE UTILITY EXCHANGE report pulled on the sole proprietor and charged the corresponding deposit.
 - B. Partnerships, Limited Liability Companies (LLC) and Limited Liability Partnerships (LLP) that are less than one year old will have an ONLINE UTILITY EXCHANGE report pulled on the managing partner or managing director, as appropriate, and the corresponding deposit will be charged. If the entity is over one-year-old, an IntelliScore Report will be pulled and a deposit charged as described in paragraph 2 below.
 - C. Commercial applicants who are corporations, regardless of whether they are Subchapter S or full "C" Corporations, or any corporation that has a corporate headquarters outside of our service area (foreign corporation) shall have their credit risk based upon the ONLINE UTILITY EXCHANGE's Business Profile Report and IntelliScore Report.
 - i. If there are no negative trade items or indications of risk, the deposit shall reflect the IntelliScore risk as described in paragraph 2 below.

- ii. If the Business Profile Report OR IntelliScore Report indicates credit risk, the customer will be referred to commercial rates for their deposit to be determined.
- 2. The ONLINE UTILITY EXCHANGE's Business IntelliScore reports.
 - A. Commercial applicants who pose low risk and display an IntelliScore of between 80 to 100 shall pay a deposit of one times the highest monthly usage of the service address during the prior 12 months.
 - B. Commercial applicants who pose a medium credit risk and display an IntelliScore score or between 70 to 79 shall pay a deposit of one and a half times the highest monthly usage of the service address during the prior 12 months.
 - C. Commercial applicants who pose a moderate credit risk and display an IntelliScore score of 69 or lower shall pay a deposit of two times the highest monthly usage of the service address during the prior 12 months.
 - D. In cases where the service address has no prior history, usage will be determined by service size, contract demand, usage history of comparable loads, or a combination of all the above. These determinations will be made by management. The deposit will be adjusted after 12 months usage to be equal to twice the highest monthly bill during the prior 12 months.
- 3. A deposit is required of any customer before service will be supplied. The minimum amount required is one times the highest monthly bill. LUB reserves the right to upgrade deposits as needed but it will not exceed twice the highest monthly bill during the prior 12 months.
- 4. Commercial deposits can be made in one of five ways:
 - A. Cash: Note, all commercial deposits of \$5,000.00 or less must be made in cash.
 - B. CD made out to "Company or person and Loudon Utilities/or Loudon Utilities". Example: "ABC Company and Loudon Utilities/or Loudon Utilities".
 - C. Guaranteed letter of credit from a bank.
 - D. Guaranteed insurance utility bond from insurance company.
 - E. TVA Enhanced Security Deposit.

Deposit Duration, Interest and Return of Deposit

- 1. Upon termination of service, any outstanding balance due to LUB will be paid in full from the deposit funds and then the balance if any shall be paid to the customer.

2. For a Residential customer to receive a refund for deposit, the customer must have maintained service at one location for a period of at least 12 consecutive months and have a good payment history. A good payment history is defined as not having any late penalties applied to an account for a period of 12 consecutive months. After twelve (12) months of good payment history, residential customers may request that LUB reevaluate their credit rating for a possible reduction in their deposit.
3. Commercial deposits are not refundable until service is terminated and the final bill is paid.
4. After the deposit is paid in full, interest will accrue monthly on a deposit held longer than twelve months at the interest rate the LPC earns on its passbook savings accounts. A residential deposit will be refunded upon request after 12 consecutive months if all payments were made on or before the due date and no payments were rejected or declined by the customer's financial institution. The deposit balance plus any accrued interest will be credited to any customer's unpaid bills upon termination of electric service or upon return of the deposit to the customer.
5. Deposits are not transferable from one service address to another.

E. PAYMENT OF BILLS

Loudon Utilities' bills may be paid at the following locations:

1. Main office located at 201 Alma Place, between to hours of 8:00 am and 4:30pm.
2. Night depository beside drive-in at main office
3. Mail to P.O. Box 69, Loudon, TN 37774
4. Payments can also be made at the following locations:

United Community Bank	Citizens National Bank
Suntrust Bank	Peoples Bank

In addition, you can have your bill paid automatically by bank draft each month. Please call us for further information.

You can also pay your bill using your credit card by telephone or in person at our office. Under State law, LUB is allowed to collect a processing fee from our customers paying their utility bills with credit cards. This fee is equal to the fee charged to LUB by a third party processor.

F. BILLING POLICIES

Each meter is read approximately the same date each month. This date may vary due to weekends and holidays and weather conditions. Bills are rendered within two weeks of reading. Bills are due and payable upon receipt. Customers are allowed at least fifteen (15) days from billing date to render payment before a late payment penalty is added. If this date falls on a weekend or holiday, the next business day is

allowed as a day of grace. Payments made after the late payment date will be subject to a late payment charge. The late payment charges for all classes of service will be computed as a charge of five percent (5%) on the first \$1,000.00 of the unpaid portion of the bill plus two percent (2%) of the unpaid portion exceeding \$1,000.00, excluding charges and sales tax.

Accounts unpaid (including returned checks) twenty-two (22) days after bill date may be disconnected. Failure to receive a bill does not relieve the customer of the payment obligation. For customers with hardship or other special extenuating circumstances, special counseling is available to arrange a payment schedule.

Budget billing is available to customers with a twelve (12) month history at the same service location.

A usage and billing history for the prior 12 months is readily available and will be supplied at the customer's request.

G. RETURNED CHECKS

Customers writing checks to Loudon Utilities, in payment of amounts due that are not honored by the financial institution drafted upon, are responsible for payment of their account within twenty-two (22) days after original bill date or will be subject to disconnection. A returned check may be redeemed by cash being personally delivered to 201 Alma Place. LUB reserves the right to resubmit a check to the customer's financial institution and LUB is not responsible for any customer bank charges. Any account on which a check is returned will have a returned check charge, as specified in the current rate schedules, applied to the account. Any penalty that would have been assessed the account due to late payment that was avoided due to the issuance of a returned check will also be added back to the account. If the check is not honored by the financial institution when resubmitted, the amount of the check, plus the returned check charge and late payment penalties will be added back to the account.

Additionally, customers having had more than three (3) returned checks in the last six (6) months may result in the refusal of the systems to accept a personal check in payment of their account. Acceptable alternatives include money orders, cashiers checks, and cash.

A customer who submits a bad check shall be subject to posting a maximum deposit if one is not already posted. If the check goes to the Utility Attorney for collection, the customer shall increase the deposit by \$100 to a maximum of twice the highest monthly bill before service is restored.

H. SERVICE TERMINATION AND COLLECTION POLICIES

A written notice of termination ("cut of notice") is mailed after an account becomes delinquent. This notice informs the customer of the amount due and any other charges. Also noted on the notice is the location for payment, the date by which payment must be made to avoid cut off, and instructions concerning a dispute of the bill.

1. Whenever practical, the following process will be followed to discontinue service. However, this process may be modified so long as the intent of notification remains intact and is deemed to be more efficient in the administration of providing utility services and receiving utility payments.
2. A notice that service is subject to termination for non-payment will be printed on the monthly bill.
3. Written notice of termination (“cut off notice”) shall be mailed to customer with the final notice at least 5 days prior to the scheduled date of termination.
4. LUB may notify the customer in person, in addition to such written notice, when practical.
5. The cut off notice will include the amount due, including any other charges and the phone number for LUB customer service where the customer can call to get information on rights and remedies.
6. If the customer does not make payment, notify LUB of a billing dispute or make other acceptable arrangements by the last date of payment, LUB will proceed on schedule with termination.
7. Hearings on disputed bills will be held by appointment between the office hours of 8:00 am and 4:30 pm by an appointment with the staff member designated by the Finance Officer.
8. A customer requesting a hearing has the right to examine records pertaining to that customer’s service.
9. The hearing will be conducted by the staff member designated by the Finance Officer. After hearing the evidence, a written decision will be promptly provided to the customer.
10. A customer may appeal the decision of the designee of the Finance Officer. In such case the Finance Officer will hear the evidence and render a decision in writing and shall promptly provide the customer a copy of such final decision.
11. The customer has the right to a post termination hearing under the above procedures within 2 business days following such termination.
12. Discontinuance of service shall not release the customer from liability for service already received or from liability for payment that thereafter become due under the minimum bill provisions or other provisions of the customer’s contract.
13. A standard reconnection charge will be expected for reconnection after termination for non-payment during normal business hours. Payment forms accepted during normal business hours are cash, credit card and money order. During all other times an overtime charge will apply. Overtime payments are accepted in the form of cash or check.

14. If Loudon Utilities terminates its customer's service for non-payment of a returned check, a reconnection charge will apply plus any and all check fees. Full payment of all past due amounts and applicable fees owed to LUB must be received in order to restore service.
15. A service charge will be made to a customer's account for each returned bank draft. After the third returned draft the customer will no longer be eligible to participate in the bank draft program.
16. Loudon Utilities evaluates weather conditions daily at www.weather.com for Loudon, TN 37774, and in the event that the forecasted temperature is expected to exceed 98 degrees Fahrenheit (F) or is expected to be below 32degrees Fahrenheit (F) on that day, LPC will postpone the disconnection of service of residential customers for non- payment. During such extreme weather events where disconnection is postponed due to weather conditions, the postponement will not extend beyond the extreme weather condition.
17. Customers with life threatening medical conditions may complete Loudon Utilities Medical Necessity Form and submit it to Loudon Utilities documenting his/her life threatening medical condition and said form must include a signature from an attending physician or nurse practitioner affirming that the disconnection of electricity would create a medical emergency and possibly death. It is the responsibility of the customer to ensure that the form is on file with the Loudon Utilities, and a life threatening medical condition does not relieve a customer from its obligation to pay for electrical service, including any late fees incurred or other applicable charges. Upon acceptance of the form by the Loudon Utilities, the disconnection will be postponed for 30 days from the original scheduled disconnection date. The LPC will only grant this postponement for termination two times in a twelve month period for the life threatening medical conditions. If full payment of the past due amount including all late fees is not received by the end of the 30 day postponement period, electrical service will be terminated on the next available date.
18. For a customer with hardship or other extenuating circumstances, special counseling is available. When requested by the customer, Loudon Utilities may arrange to extend payment a week from last due date. The customer is allowed to have 3 such extensions within a 12 month period as long as the customer pays by the date stated on agreement and past due balance and applicable fees are paid in full.

I. TRANSFERS OF UNPAID ACCOUNTS

Balances due on terminated accounts may be transferred to any other accounts at which the same responsible parties receive electric service from LUB. If such transferred amounts remain unpaid, any and all active services of the responsible parties may be subject to termination.

J. TERMINATION OF CONTRACT BY CUSTOMER

Customers who wish to discontinue service after fulfilling their contract terms should give at least two (2) days' written notice to that effect, unless the contract specifies otherwise. The provision of notice to discontinue service will not relieve Customer from any minimum bill or guaranteed payment required of Customer under any contract or rate schedule. Customer service must be notified of the forwarding address so we can send the final bill to the correct place. The final bill will be mailed out on the next regular billing date for that route.

K. READING OF METERS

Loudon Utilities meter readers will attempt to read your meter each month. Your bill will be mailed shortly after the reading is taken. The bill shows the day the meter was read, the current reading, and the previous month's meter reading. Since meter readings are not set back to zero, the meter continues to accumulate a record of your usage. If you believe an error has been made in your reading, please call us at 865-458-2091.

L. ACCESS TO LOUDON UTILITIES FACILITIES ON CUSTOMER'S PREMISES

All meters, and other equipment furnished by LUB shall be, and remain, the property of LUB. Customer shall provide space for and exercise proper care to protect the property of LUB on its premises, and, in the event of loss or damage to LUB's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer. In order to conduct business, LUB employees and/or agents must efficiently enter upon customer's premises for meter reading, installation or removal of meters, safety inspections, theft of service inspections, and other business reasons. This policy defines the customer's responsibilities for maintaining LUB rights-of-access and defines LUB procedures for handling situations of customer failure.

1. LUB employees and/or agents shall have access to customer's premises at all reasonable times for business purposes.
2. Customers who obstruct LUB access by construction of fences, locked entryways, covering metering facilities, or by allowing hostile animals to prevent access are in deliberate violation of the Service Contract and LUB Rules and Regulations. LUB will not give customers advance notice or be detained entry while performing its duties.
3. In the event the customer obstructs access by LUB for routine (non-critical) work such as meter reading, the following guidelines apply:
 - a. LUB employee will leave written notice (form) at the premises informing the customer of violation. LUB will estimate energy and water usage, using judgment based upon experience. LUB is not liable for mistakes or mis-reading in this event.
 - b. LUB will bill customer accordingly.
 - c. LUB will provide written notice to customer (account holder of the problem)

and inform the customer of his/her responsibility. Customer will be informed that the problem must be corrected within twenty-one (21) days. Customer will be offered the opportunity to discuss/appeal the situation, and LUB will document any discussion. Customer will be informed of the result of his/her appeal.

- d. A re-read requested by customer or a special trip by LUB is considered a “special service call” and customer will be charged a “special service call” fee during normal business hours.
4. The “special service call” fee is considered a part of the total bill, and any failure to pay the total bill will be handled under normal rules and regulations.
5. Nothing in this policy prohibits LUB and customer from performing mutually agreeable service entrance modifications (at customer’s expense) to accommodate access.
6. This policy does not apply to safety situations, theft investigations, etc. that absolutely require immediate LUB access.

M. METER ACCURACY

Loudon Utilities will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. LUB will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer’s request show that the meter is accurate within two percent (2%) on electric meters, slow or fast, no adjustment will be made in Customer’s bill, and LUB’s standard testing charge will be paid by the Customer. In case the test shows electric meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customer’s bill back to the point that the error can reasonably be determined to have occurred, but in no case more than thirty-six (36) months, and no meter test charge shall be assessed.

N. METER TAMPERING – THEFT OF SERVICE

All electric, gas and water meters are the property of Loudon Utilities. All meters are legally sealed for your protection and the protection of Loudon Utilities.

Civil liability and felony convictions may apply to violations of Tennessee Code Annotated sections 65-35-01 through 65-35-107 and 39-14-411 for anyone damaging or tampering with utility service or a meter or seal. It is a violation to attach any wire or other device which may permit the flow of unmetered or unauthorized electricity, gas or water.

If the meter has been tampered with, police will be notified. Loudon Utilities reserves the right to refer all meter tampering and theft of service cases to the Attorney General’s office for possible prosecution under Tennessee Law.

Any theft of service fees adopted by LUB rate schedule will be applied to all accounts,

as appropriate.

O. LEAK ADJUSTMENT POLICY

In order to qualify for a leak adjustment, a customer must apply for the leak adjustment by certifying that they have experienced a leak and have it fixed within their internal water distribution system.

P. LIMITATIONS OF LIABILITY

Loudon Utilities' liability shall not extend beyond the customer's delivery point. The delivery point for residential electric shall be defined as the point at which Loudon Utilities facility connects with the customer's facility and further being defined as: at customer owned weather head for overhead service and at source side of terminal of meter pan for underground service. For other points of delivery refer to the electric department's rules and regulations. The delivery point for water service shall be defined as the point at which the Loudon Utilities' facility connects with customer owned service lines.

In accordance with the TVA operating rules, the Utility is not liable for lightning, power surges, low voltage, high voltage, loss of power or other temporary abnormal system conditions that are caused by weather, long term equipment failures or other causes not due to direct negligence by the Utility or its employees. The customer shall be responsible for purchasing and installing any protective devices required to protect the customer's equipment from any temporary abnormal system condition that may occur occasionally.

Q. CUSTOMER WIRING STANDARDS

All Customer wiring must conform to the National Electrical Safety Code, the National Electric Code, and LUB's wiring standards (available upon request). LUB will not supply service until Customer's wiring has passed an inspection made by a Tennessee Deputy Electrical Inspector or his agent.

R. INSPECTION

Loudon Utilities shall have the right, but shall not be obligated, to inspect any installation before electricity is supplied or at any later reasonable time. LUB reserves the right to reject any wiring not in accordance with Section Q above. Such inspection or failure to inspect or reject shall not render LUB liable for any loss or damage resulting from defects in Customer's wiring, from violation of LUB's rules, or from accidents occurring upon Customer's premises.

S. CONTRIBUTIONS BY CUSTOMER (DEVELOPER)

Loudon Utilities has policies governing its investments in new distribution facilities. In many instances the policies will require Customers or Developers to make a contribution- in-aid of construction. Copies of the specific policies addressing line extension, underground services, non-standard voltages or other special services are

available upon request.

T. TREE TRIMMING

Most power outages on the electric system lines are caused by falling trees or limbs coming into contact with our power lines. Please help us keep power line routes free from these tree hazards. LUB tree trimming guidelines are available upon request. If you discover limbs or trees perilously close to power lines, please notify us at 865-458-2091.

U. REPORTING POWER OUTAGES

We are at your service 24 hours a day. In the event your power should go off, please call us at 865-458-2091.

Before reporting a power failure, please check to see if the trouble is in your circuit breakers or fuses. When checking breakers, be sure to push the switch all the way off before returning it to the on position. If LUB service crews are dispatched to restore your power service, and the problem lies in your equipment, a service call will be charged and you will have to contact an electrician to have the problem corrected. If your power is still off, check whether your neighbors are also out of power and then call us at 865-458-2091.

V. REPORTING WATER OUTAGES

We are at your service 24 hours a day. In the event your water should go off, please call us at 865-458-2091.

Before reporting a water outage, please check to see if the trouble is in your house or service line to the meter. When checking for a leak, start at our water meter to see if the meter hands are turning. If they are, you have a leak and should contact a plumber. If LUB service crews are dispatched to restore your water service, and the problem lies in your equipment, a service call will be charged and you will have to contact a plumber to have the leak fixed. If your water is still off, check whether your neighbors are also out of water and then call us at 865-458-2091.

W. INFORMATION TO CUSTOMERS

The Schedule of Rules and Regulations is a part of all contracts for receiving electric service from LPC and applies to all service received from Loudon Utilities, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of the Loudon Utilities Schedule of Rates and Charges, which was approved in a public Board of Directors' meeting, shall be kept open to inspection at the Loudon Utilities offices located at 201 Alma Place, Loudon TN 37774, or found on our website - www.loudonutilities.org. Furthermore, Loudon Utilities will provide information regarding rates, service practice policies, and guidelines to customers via the website - www.loudonutilities.org and information including brochures and print media will also be available in our offices.

A customer will also receive such information upon application for electrical service,

and at any time upon request. All retail rate actions initiated by LPC will be communicated to the public via the website - www.loudonutilities.org.

X. REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed without notice. Such changes shall have the same force as the present Rules and Regulations.