

Gallatin Department of Electricity (GDE)

SCHEDULE OF RULES AND REGULATIONS

1. **Application for Service.** Each prospective customer desiring electric service may be required to sign the Gallatin Department of Electricity's standard form of application for service or contract before service is supplied by GDE. Electric service will be supplied without regard to race, color, creed, sex, national origin or marital status. Upon request, the customer shall have the right to a copy of these Rules & Regulations and GDE's rate schedule.

2. **Deposit.**

General Power:

A deposit or suitable guarantee approximately equal to twice the highest monthly bill shall be required of any general power customer before electric service is supplied. Deposit will be determined by the amount of kW demand requested by the customer in GDE's power contract and/or the kWh loading information supplied by the customer. If billing history is available at the given location, the previous three years history and the loading information supplied by the customer will be used to determine the deposit. Cash, surety bond, or irrevocable Letter of Credit may be used as a general power customer's deposit. General power deposits shall remain in place until customer discontinues electric service with GDE. Upon termination of service, deposit may be applied by GDE against unpaid bills of customer, and if any balance remains after such application is made, said balance shall be refunded to customer. If a customer is disconnected for non-payment, the account will be reviewed to determine if the deposit amount is below the two times the highest bill threshold during the last three years. An additional \$100 deposit will be required of the customer each time their service is disconnected for non-payment until deposit amount reaches twice the highest monthly bill within the past three years. Cash deposits shall earn interest at the rate of the GDE operating fund bank account which will be applied to the customer's bill at least once each year.

Residential:

A deposit or suitable guarantee based upon the customer's credit risk will be required of any residential customer before electric service is supplied. The deposit amounts are as follows: \$0 Green, \$150 Yellow, \$300 Red. If multiple applicants apply for the same account, GDE may require ownership/lease verification. A credit risk will be done on each name and the highest credit risk will apply to that account. Only verified names may be on the account. If a name is added at a later date, that name will require an additional credit risk assessment and may require additional deposit. In cases of hardship, GDE may accept an installment payment of fifty (50) percent on the deposit with application of service and the balance due in ten (10) working days. Customers may request, after 1 year of service and perfect pay history during the past year, to revisit their credit score, at their expense, for possible refund of the deposit. The customer score must be Green in order to receive a refund. Upon termination of service, deposit may be applied by GDE against unpaid bills of customer, and if any balance remains after such application is made, said balance shall be refunded

to customer. If a customer is disconnected for non-payment, the account will be reviewed to determine if the deposit amount is below the two times the highest bill threshold during the last three years. An additional \$100 deposit may be required of the customer each time their service is disconnected for non-payment of the account until deposit amount reaches twice the highest monthly bill within the past three years. Cash deposits shall earn interest at the rate of the GDE operating fund bank account which will be applied to the customer's bill at least once each year. Deposit amount and interest earned on the deposit are subject to review by the customer and GDE upon request.

3. **Point of Delivery.** The point of delivery is the point, as designated by GDE on customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer at no expense to GDE.
4. **Customer's Wiring --Standards.** All customers' wiring must be done in accordance with the National Electric Codes (NEC) and must pass a State of Tennessee electrical inspection before GDE provides service.
5. **Inspections.** GDE shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with GDE's standards; but such inspection or failure to inspect or reject shall not render GDE liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of GDE's rules, or from accidents which may occur upon customer's premises.
6. **Underground Service Lines.** Customers desiring underground service lines from GDE's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by GDE on request.
7. **Customer's Responsibility for GDE's Property.** All meters, service connections and other equipment furnished by GDE shall be, and remain, the property of GDE. Customer shall provide a space for and exercise proper care to protect the property of GDE on its premises, and, in the event of loss or damage to GDE's property arising from neglect of customer to care for same, the cost of the necessary repairs or replacements shall be paid by customer.
8. **Right of Access.** GDE's identified employees shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to GDE.
9. **Billing.** Bills will be rendered monthly and shall be paid at the office of GDE in person during office hours of 7am to 4pm or by pay kiosk with 24 hour availability, by mail to Gallatin Department of Electricity, PO Box 1555, Gallatin, TN 37066, online at www.gallatinelectric.com, or at other locations or methods designated by GDE. The customer has the choice of receiving the bill by mail,

email or both of the previous mentioned methods. The customer also has the choice of receiving reminders or notifications by email or text. Failure to receive bill will not release Customer from payment obligation. Bills will be mailed approximately fifteen (15) days before the due date on the bill. Net payment periods for all classes of service will be fifteen (15) days from date of mailing. Payments made after the due date will be subject to a late charge of five (5) percent on the first \$250.00 of the unpaid portion of the bill plus one (1) percent of the unpaid portion exceeding \$250.00, excluding sales tax. Should bill not be paid by due date specified on bill, GDE may at any time thereafter disconnect service upon five (5) days' written notice, which may include mailed late notice and/or written door knocker. Automated electronic notification of past due bill is available as an email and/or text message upon request. GDE will not call customers for notification of a past due bill or termination of service. Customers with questions about their disconnect notice can call customer service at 615-452-5152, email at customerservice@gallatinelectric.com, or talk to a Customer Service Representative during regular office hours at 135 Jones Street in Gallatin from 7am to 4pm (Monday thru Friday). Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Saturday, Sunday or holiday, the next business day following the due date will be held as a day of grace for delivery of payment. Remittances received by mail after the due date will not be subject to such additional charges if the incoming envelope bears United States Postal Service date stamp of the due date or any date prior thereto. Partial payment of a bill will not prevent disconnection of service except when an arrangement is made as specified in Section 10 as follows.

10. **Arrangements.** A customer who cannot make full payment before the disconnection date may get an extension of seven (7) additional days by paying half their delinquent amount due, an arrangement fee, plus \$50 towards deposit if their highest bill is not secure to two times the highest monthly bill within the last three years. The remaining delinquent amount must be paid in full within the seven (7) days or the account will be subject to disconnection. This arrangement can only be made once during a calendar year.
11. **Discontinuance of Service by GDE.** GDE may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or misrepresentation of the application of customer or contract with customer. GDE may discontinue service to a customer for the theft of current or the appearance of current theft devices on the premises of the customer. The discontinuance of service by GDE for any causes as stated in this rule does not release customer from his obligation to GDE for the payment of minimum bills as specified in application of customer or contract with customer.
12. **Connection, Reconnection, and Disconnection Charges.** GDE may establish and collect standard charges to cover the reasonable average cost, including administration of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.

13. **Postponement of Disconnection due to Weather.** GDE will not disconnect electric service for non-pay when the outside temperature forecasted high is to stay at or below 32 degrees F or when the outside temperature forecasted high is at or above 100 degrees F. GDE's official weather source will be www.weatherforyou.com for zip code 37066. Weather conditions will be checked each morning after 7am to apply to that current business day.
14. **Postponement of Disconnection due to Documented Life Sustaining Medical Hardship.** For documented life sustaining medical hardship that requires a continuous supply of electricity, if payment is not received in full by the non-pay disconnection date or an *Arrangement* as in Section 10 has not been established, GDE will add a 15 day period of limited electric usage to the normal non-pay disconnect date, and a 15 amp per pole current limiter will also be installed at the consumers meter location. A current limiter installation fee (same as the current Normal Reconnection Fee) will be charged to the account at the time of current limiter installation. After the 15 day period of limited electric service, the normal rules of non-pay disconnection will apply and the account will be disconnected unless payment is received in full or an *Arrangement* as in Section 10 has been established. All medical documentation must be completed & signed by a licensed physician on GDE's *Life Sustaining Medical Hardship Certification* form, and is valid for a one year period certified from the initial date of the physician's signature. The customer of Record must also complete GDE's *Customer Verification Form*. Medical hardship rules for disconnection may only be applied once during a calendar year.
15. **Termination of Contract by Customer.** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to the effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under any contract or rate.
16. **Service Charges for Temporary Service.** Customers requiring electric service on a temporary basis may be required by GDE to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
17. **Interruption of Service.** GDE will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
18. **Shortage of Electricity.** In the event of an emergency or other condition causing a shortage in the amount of electricity for GDE to meet the demand on its system, GDE may, by an allocation method deemed equitable by GDE, fix the amount of electricity to be made available for use by customer and /or may otherwise restrict the time during which customer may make use of electricity and the uses which customer may make of electricity. If such actions become necessary, customer may request a variance because of unusual circumstances including matters adversely affecting the public

health, safety and welfare. If customer fails to comply with such allocation or restriction, GDE may take such remedial action as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

19. **Voltage Fluctuations Caused by Customer.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to GDE's system. GDE may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
20. **Additional Load.** The service connection, transformers, meters, and equipment supplied by GDE for each customer have definite capacity. No addition to the equipment or load connected thereto will be allowed except by consent of GDE. Customer shall be responsible for damage to GDE's lines or equipment caused by the additional or changed installation.
21. **Standby and Resale Service.** All purchased electric service (other than emergency or standby service) used on the premises of customer shall be supplied exclusively by GDE and customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
22. **Notice of Trouble.** Customer shall notify GDE immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
23. **Non-Standard Service.** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
24. **Meter Tests.** GDE will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. GDE 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%), slow or fast, no adjustment will be made in customer's bill, and GDE's standard testing charge will be paid by customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in customer's bill and cost of making test shall be borne by GDE.
25. **Relocation of Facilities.** GDE may at the request of customer, relocate or change existing GDE owned equipment. Customer shall reimburse GDE for such changes at actual cost including appropriate overheads.
26. **Billing Adjusted to Standard Periods.** The charges set forth in the rate schedules are based on billing periods of approximately one month.

27. **Scope.** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from GDE, and applies to all service received from GDE, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of GDE's Schedule of Rates and Charges, shall be kept open to inspection at the offices of GDE.
28. **Revisions.** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.
29. **Conflict.** In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
30. **Customer Information.** Upon request, the customer shall have the right to a copy of these Rules & Regulations and GDE's rate schedule. Customers may obtain this information at GDE's office located at 135 Jones Street, Gallatin, TN. The before mentioned information shall also be posted on GDE's website at www.gallatinelectric.com. All rate actions other than TVA's monthly fuel cost adjustment shall be posted to the customer's monthly bill at least one month prior to the rate action taking effect. Other notifications of rate actions may include posting the rate action to GDE's website at least 30 days before the rate action occurs, public displays at GDE's office, advertisement in local newspapers and public service announcements on local radio stations. Upon request, the customer also has the right to a copy of the prior 12 month's history of electric usage for the account at their current location. There is no charge for this service provided it is supplied only once a year. The customer may at any time request to know the amount of deposit on file and all earned or accrued interest assigned to that deposit for the previous five years. Customer has the right to a written or oral explanation of all the information listed above.

Revised: June 22, 2015