



## SCHEDULE OF RULES AND REGULATIONS

### 1. APPLICATION OF SERVICE

Each prospective Customer desiring electric or broadband service may be required to complete CDE Lightband's standard form of application for service or contract before service is supplied by CDE Lightband.

### 2. DEPOSITS

Specific information regarding CDE Lightband's deposit requirements are provided in *Operating Policy 2-4*.

### 3. POINT OF DELIVERY

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

### 4. CUSTOMER WIRING STANDARDS

All wiring done by Customer must conform to CDE Lightband's requirements and accepted modern standards as exemplified by the requirements of the National Electrical Code, the Tennessee Code for Electrical Installations, and Clarksville Department of Electricity Operating Policies.

### 5. INSPECTIONS

CDE Lightband shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or later. CDE Lightband reserves the right to reject any wiring or appliance not in accordance with CDE Lightband's standards; but such inspection or failure to inspect or reject shall not render CDE Lightband liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of CDE Lightband's rules, or from accidents which may occur upon Customer's premises.

### 6. UNDERGROUND SERVICE LINES

Customers desiring underground service lines from CDE Lightband's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by CDE Lightband upon request.

### 7. CUSTOMER RESPONSIBILITY FOR CDE LIGHTBAND PROPERTY

All meters, optical network terminals, service connections, and any other equipment furnished by CDE Lightband shall be, and remain the property of CDE Lightband. Customer shall provide a space and exercise proper care to protect CDE Lightband property on his premises. In the event of loss or damage to CDE Lightband's property arising from negligence of Customer to care for same, Customer shall pay the cost of the necessary repairs or replacement.

### 8. RIGHT OF ACCESS

Identified employees or any other person designated by CDE Lightband shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining, or exchanging any CDE Lightband equipment

### 9. BILLING

Specific billing information and service fees are provided in *Operating Policy 2-5* and *Operating Policy 2-7*.

**10. INFORMATION TO CUSTOMERS**

Guidelines for providing information to customers is specified in *Operating Policy 2-2*.

**11. DISCONTINUANCE OF SERVICE BY CDE LIGHTBAND**

Specific discontinuance of service information is provided in *Operating Policy 2-9*.

**12. CONNECTION, RECONNECTION AND DISCONNECTION CHARGES**

CDE Lightband may establish and collect standard charges to cover the reasonable average cost, including administrative, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed outside of normal office hours, or when special circumstances warrant.

**13. TERMINATION OF CONTRACT BY CUSTOMER**

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.

**14. SERVICE CHARGES FOR TEMPORARY SERVICE**

Customers requiring service on a temporary basis may be required by CDE Lightband 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.

**15. INTERRUPTION OF SERVICE**

CDE Lightband 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.

**16. SHORTAGE OF ELECTRICITY**

In the event of an emergency or other condition causing a shortage in the amount of electricity for CDE Lightband to meet the demand on its system, CDE Lightband may, by an allocation method deemed equitable by CDE Lightband, 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, CDE Lightband may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled INTERRUPTION OF SERVICE of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

**17. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER**

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to CDE Lightband's system. CDE Lightband may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

**18. ADDITIONAL LOAD**

The service connection, transformers, meters, and equipment supplied by CDE Lightband have definite capacity. No addition to the equipment or load connected thereto will be allowed except by consent of CDE Lightband. Customer shall be responsible for any damage to CDE Lightband's lines or equipment caused by the additional changed installation.

**19. 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 CDE Lightband, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

**20. NOTICE OF TROUBLE**

Customer shall notify CDE Lightband 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.

**21. NON-STANDARD SERVICE**

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

**22. METER TESTS**

CDE Lightband will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. CDE Lightband 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 the testing charge per meter will be paid by Customer in accordance with CDE Lightband operating policies. 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.

**23. RELOCATION OF EXISTING FACILITIES**

CDE Lightband shall, at the request of Customer, relocate or change existing CDE Lightband owned equipment. Customer shall reimburse CDE Lightband for such changes at actual cost including appropriate overheads.

**24. BILLING ADJUSTED TO STANDARD PERIODS**

The charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins and other seasonal customer excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involve fractions of a month, the demand charges, other charges designed primarily to recover fixed costs, and the customer charges under Schedule TGP and under Part B and C of the General Power Rate Schedule will be adjusted to a basis proportionate with the period of time during which service is extended.

**25. POWER CONTRACTS**

Standard Power Contracts shall be required in addition to an application for service for all Customers whose monthly billing demand exceeds 1,000 kW. The Power Contract shall be executed at the time of application for service or at such time as Customer's load growth reaches 1,000 kW.

**26. *energy right* RESIDENTIAL PROGRAM**

CDE Lightband, in fulfillment of the purposes and provisions of the Tennessee Valley Authority Act and as part of its electric service, may make available funds to eligible electric Customers for energy improvements identified in a survey for the Customer's dwelling under the *energy right* Residential Program being conducted by CDE Lightband and TVA. Eligible Customers must sign repayment agreements under which the funds are made available and shall be repaid to CDE Lightband. Monthly repayment amounts due for this service will be as a separate billing from CDE Lightband. Except as otherwise agreed in the repayment agreement, the provisions of the section entitled "Billing" of this Schedule of Rules and Regulations shall apply to bills for the amounts made available by CDE Lightband as part of its electric service for weatherization measures. CDE Lightband may also make available disbursements to participants to encourage the installation and efficient use of electric appliances and devices in dwellings.

## **27. INTERCONNECTED GENERATION**

Electric generators of any type and size, interconnected to CDE Lightband's electric grid in any way, shape, form, fashion, or means, including wind, solar, fuel cell, reciprocating engine, hydro, and other similar electric generation devices, are required by CDE Lightband to install a load-break AC disconnect or transfer switch (Switch) between CDE Lightband facilities and the interconnected Customer's equipment. Such Switch must be installed on the Customer's side of the electrical interconnection with CDE Lightband and must be able to isolate the generation source from CDE Lightband's electric grid, a) automatically when source power from CDE Lightband is lost and, b) manually when needed for emergencies, to perform maintenance, to assist in the restoration of service, or any other time/event deemed appropriate/necessary by CDE Lightband. The Switch must be, a) accessible to CDE Lightband personnel at all times, b) located in close proximity to CDE Lightband's point of delivery, c) able to provide a clear visible open point of disconnection and a clear visible indication of switch position, d) have padlock provisions for locking the Switch in the open position and, e) labeled "Generator Disconnect Switch" or "Generator Transfer Switch". Failure by Customer to notify CDE Lightband of generator installation, or failure by Customer to install the Switch according to the specifications listed herein, will result in immediate disconnection of Customer's electric service. Electric service will be reconnected by CDE Lightband when the Switch is installed and inspected/approved by the City of Clarksville, TN, Building and Codes Department.

## **28. TVA COMPLAINT RESOLUTION PROCESS**

In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with CDE Lightband. If the dispute is not resolved, CDE Lightband will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on CDE Lightband's website or other technological means of communication, if available.

## **29. SCOPE**

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from CDE Lightband, and applies to all service received from CDE Lightband, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of CDE Lightband's Schedule of Rates and Charges, shall be kept open to inspection at the offices of CDE Lightband located at 2021 Wilma Rudolph Blvd., Clarksville, TN 37040, or on the CDE Lightband website at [www.clarksvilledc.com](http://www.clarksvilledc.com).

## **30. 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.

## **31. CONFLICT**

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