

210 West Main Street Post Office Box 130 Albertville, Alabama 35950 (256) 878-3761 Fax (256) 878-8501 Website: mub-albertville.com

Schedule of Rules and Regulations

- 1. Application for Service-The Municipal Utilities Board (MUB) may require each prospective customer desiring service to sign the standard form of application for service or contract before MUB supplies service.
- 2. Deposit The standard residential deposit is \$350 for electric, water and wastewater services and \$100 for water only. In no case will the residential deposit amount exceed twice the highest monthly bill. The deposit may be waived if customer has previous service with MUB within the last three years with no collection activity, returned payments or delinquent balances, or with letter of good credit from a prior utility, or credit approval returned by Online Utility Exchange. MUB may, at its option, refund deposit to residential customers after twelve months service with no collection activity.

For general power customers, a deposit or suitable guarantee of two times the average bill is required. Where no prior billing history is available, the general power deposit will be based on engineering estimate. Suitable guarantee for general power customers may include a joint certificate of deposit, letter of credit, surety bond, credit insurance or other guarantee approved by MUB. Upon request by the general power customer, or at the discretion of MUB, the general power deposit may be re-evaluated based on most recent usage.

Interest will accrue on all deposits held longer than twelve months at the interest rate earned by MUB's primary bank account. The deposit balance plus any accrued interest will be accounted for and credited to the customer's unpaid bills upon termination of service or upon return of deposit to customer. The deposit balance and accrued interest may be reviewed upon request by the customer.

- 3. **Point of Delivery** The point of delivery is the point, as designated by MUB, 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 MUB.
- 4. Customer's Wiring Standards- All wiring of customer must conform to MUB's requirements and accepted standards as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.
- 5. Inspections- MUB 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 MUB's standards; but such inspection or failure to inspect or reject shall not render MUB liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of MUB's rules, or from accidents which may occur upon customer's premises.
- 6. Underground Service Lines Customers desiring underground service lines from MUB's overhead system must bear the excess cost incident thereto. MUB will furnish specifications and terms for such construction on request.
- 7. Customers' Responsibility for MUB's Property All meters, service connections and other equipment furnished by MUB shall be, and remain the property of MUB. Customer shall provide a space for and exercise proper care to protect the property of MUB on its premises and in the event of loss or damage to MUB'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-** MUB'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 MUB.

- 9. Billing Bills will be rendered monthly and shall be paid within fifteen (15) days from date of bill. Failure to receive bill will not release customer from payment obligation. Bills paid after the due date shall be subject to an additional charge of 5%. Should bills not be paid as above, service may be disconnected as set out in the "Termination of Service" section herein. Should the due date for payment fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for payment. Payments received after the due date will not be subject to additional charges if remittance envelope bears the United States Post Office date stamp of the due date or any date prior.
- 10. Termination of Service by MUB MUB 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. MUB may discontinue service to customer for theft of service or the appearance of theft devices on the premises of customer, for safety reasons or to be compliant with any state, city or county regulations. The discontinuance of service by MUB for any cause as stated in this rule does not release Customer from his obligation to MUB for the payment of minimum bills as specified in contracts.
 - A. Non-Payment -Service will be discontinued to customers with past due accounts except as provided in this rule. Payment in full will be required before service is restored. If payment is not received by the due date, MUB may discontinue service five days after providing a separate written late notice by mail informing the customer of the pending disconnection and the available rights and remedies to dispute the bill with MUB. On the day of disconnection, a door hanger will be left at the premise that includes the office phone number.
 - **B.** Extreme Weather- MUB evaluates weather conditions daily at <u>www.weather.com</u> for Albertville, Alabama. In the event the forecasted temperature is expected to exceed 98 degrees Fahrenheit (F) or is expected to be below 32 degrees (F), MUB will postpone disconnections of residential customers due to non-payment. Extreme weather postponements will not extend beyond the extreme weather condition.
 - **C.** Medical Certification- Upon receipt of a completed 30 Day Medical Certification Form, disconnection of residential service for non-payment will be postponed for up to 30 days from the original disconnection date to allow customer time to make payment or alternative shelter arrangements. The 30 Day Medical Certification Form must be completed by a medical doctor licensed to practice in the state of Alabama certifying that the disconnection of service would create a life-threatening medical situation. A medical postponement does not relieve a customer of the obligation to pay for service, including any fees or collection charges. A medical postponement is a temporary extension and will expire 30 days after submission. If full payment of the past due amount is not received by the end of the 30 day postponement, service will be disconnected without further notice.
- 11. Reconnection Charge Whenever MUB has discontinued service, as provided above or a trip is made for the purpose of discontinuing service, MUB may collect a charge before service is restored.
- 12. Information to Consumers Upon request by the customer, MUB will make available a customer's energy consumption data for the prior 12 months period.
- 13. 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 that 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.
- 14. Service Charge for Temporary Service- Customers requiring electric service on a temporary basis may be required by MUB 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 MUB will use reasonable diligence in supplying service 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. Voltage Fluctuations Caused by Customer Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to MUB's system. MUB may require customer, at his own expense, to install suitable apparatus, which will reasonably limit such fluctuations.
- 17. Additional Load The service connection, transformers, meters, and equipment supplied by MUB for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of MUB. Failure to give notice of additions or changes in load, and to obtain MUB's consent for same, shall render customer liable for any damage to any of MUB's lines or equipment caused by the additional or changed installation.

- 18. 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 MUB, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
- **19.** Notice of Trouble –Customer shall notify MUB 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.
- **20.** Non-Standard Service –Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
- 21. Meter Tests MUB will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. MUB 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 a testing fee 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 over a period of not over thirty days (30) prior to date of such test and cost of making test shall be borne by MUB.
- 22. Relocation of Outdoor Lighting Facilities- MUB shall, at the request of customer, relocate or change existing MUB-owned equipment. Customer shall reimburse MUB for such changes at actual cost including appropriate overheads.
- **23.** Billing Adjusted to Standard Period The demand charges and the blocks in the energy 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 and final billing of all accounts where the period covered by the billing involves fractions of a month, the demand charges and blocks of energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.
- 24. Scope This Schedule of Rules and Regulations is a part of all contracts for receiving service from MUB and applies to all service received from MUB, whether the service is based upon contract, agreement, signed application or otherwise. A copy of this schedule, together with a Schedule of Rates and Charges, shall be kept open to inspection at the office of MUB at 210 West Main Street, Albertville, Alabama, or found on the website <u>mub-albertville.com</u>. Additionally, MUB will provide information regarding rates, service practice policies and guidelines on the website. Customer will also receive such information upon application for service and upon request. All retail rate actions initiated by MUB will be communicated via the website <u>mub-albertville.com</u>.
- **25. 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.
- **26.** Conflict In case of conflict between any provision of any rate schedule and Schedule of Rules and Regulations, the rate schedule shall apply.