

**Weakley County Municipal Electric System (WCMES)**  
**Schedule of Rules and Regulations**  
**Revised June 2015**

1. Application for Service. Each prospective Customer desiring electric service may be required to sign WCMES's standard form of application for service or contract before service is supplied by the WCMES.

2. Deposit. A deposit or suitable guarantee not exceeding twice the highest monthly bill may be required of any Customer before electric service is supplied. Interest will be paid on all deposits. WCMES may at its option return deposit to Customer at any time after one year. Upon termination of service, deposit may be applied by WCMES against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. Deposit policies are detailed in Policy No. 7-2, a copy of which is available upon request.

3. Point of Delivery. The point of delivery is the point, as designated by WCMES, 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 WCMES.

4. Customer's Wiring--Standards. All wiring of Customer must conform to WCMES's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

5. Inspections. WCMES shall have the right, but shall not be obligated, to inspect, or require inspection by the State Deputy Electrical Inspector of, 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 WCMES's standards; but such inspection or failure to inspect or reject shall not render WCMES liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of WCMES's rules, or from accidents which may occur upon Customer's premises.

6. Underground Distribution and Service Facilities. The furnishings of underground distribution and service facilities to customers and/or developers will be in accordance with WCMES's standard policies for such installations. A statement of these policies is available on request to WCMES.

7. Customer's Responsibility for WCMES's Property. All meters, service connections, and other equipment furnished by WCMES shall be, and remain, the property of WCMES. Customer shall provide a space for and exercise proper care to protect the property of WCMES on its premises, and, in the event of loss or damage to WCMES'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. WCMES'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 WCMES.

9. Billing. Bills will be rendered monthly and shall be paid at the office of WCMES or at other locations designated by WCMES. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid by due date specified on bill, WCMES may at any time thereafter, upon five (5) days' written notice to Customer, discontinue service. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Sunday or holiday, the business day next 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. Billing policies are detailed in Policy No. 7-12, a copy of which is available upon request.

10. Discontinuance of Service by WCMES. WCMES 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 of the application of Customer or contract with Customer. WCMES may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer.

Any disconnection of service for non-payment of a bill shall be made only after written notice, which shall include procedures to contest the accuracy of the bill. Proper notice may include text messaging, e-mail, door notices, or written notice via USPS. Termination policies are detailed in Policy No. 7-4, a copy of which is available upon request.

Termination procedures for non-payment of a bill during times of extreme weather are detailed in Policy No. 7-14, a copy of which is available upon request.

Termination procedures for non-payment of a bill in cases of medical hardship are detailed in Policy No. 7-15, a copy of which is available upon request.

The discontinuance of service by WCMES for any causes as stated in this rule does not release Customer from his obligation to WCMES for the payment of minimum bills as specified in application of Customer or contract with Customer.

11. Connections, Reconnection, and Disconnection Charges. WCMES 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.

12. Termination of Contract by Customer. Customers who have fulfilled their contract terms and wish to discontinue service may do so at any time by giving notice, 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.

13. Service Charges for Temporary Service. Customers requiring electric service on a temporary basis may be required by WCMES to pay some or 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.

14. Interruption of Service. WCMES 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.

15. Shortage of Electricity. In the event of an emergency or other condition causing a shortage in the amount of electricity for WCMES to meet the demand on its system, WCMES may, by an allocation method deemed equitable by WCMES, 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, WCMES 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.

16. Voltage Fluctuations Caused by Customer. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to WCMES's system. WCMES 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 WCMES for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of WCMES. Failure to give notice of additions or changes in load, and to obtain WCMES's consent for same, shall render Customer liable for any damage to any of WCMES'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 WCMES, 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 WCMES immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.

20. 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.

21. Meter Tests. WCMES will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. WCMES 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 WCMES's standard testing charge will be paid by the 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-six (36) months prior to date of such test, and cost of making test shall be borne by WCMES.

22. Relocation of WCMES Facilities. WCMES shall, at the request of Customer, relocate or change existing WCMES-owned equipment where feasible. Customer shall reimburse WCMES for such changes including appropriate overheads at the rate determined by WCMES's standard relocation policies.

23. Billing Adjusted Standard Periods. 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 (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

24. Information to Customers. WCMES will make information concerning rates and service practices available upon application for service, and at any time upon request. Information will also be posted on available websites.

All rate actions initiated by WCMES shall be communicated via print or electronic media in order to reach the majority of customers in the service area.

WCMES will furnish, upon request, a statement of the customer's monthly consumption for the prior 12 months if it is reasonably ascertainable.

25. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from WCMES, and applies to all service received from WCMES, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of WCMES's Schedule of Rates and Charges, shall be kept open to inspection at the office of WCMES.

26. 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.

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

Date Adopted: 6-29-15

Attested:  \_\_\_\_\_  
Chairman