



## Schedule of Rules and Regulations

(Amended April 28, 2010)

1. **Application for Service:** Each prospective customer desiring electric service from Pulaski Electric System shall be required to fill out and sign an application contract before service will be connected. Services will only be established in the name of the legal occupant of the property, i.e., the owner, legal tenant, or a legal guardian if the owner or tenant should be incapacitated. All customers requesting service must post a physical address on the premises (on the structure, the mailbox or the curb) before service can be connected. Pulaski Electric Service reserves the right to refuse service to anyone with an outstanding or delinquent account to the City of Pulaski. PES does not discriminate on the basis of race, color, national origin, age, sex, marital status, or mental or physical handicap in access to, or operation of, its programs, services and/or activities.
2. **Connection Charge:** A charge of \$35.00 will be posted on the customer's first monthly bill.
3. **Deposit:** A cash deposit of not less than \$150 may be required of any residential customer. If a customer has an uncollectible account with PES, the customer must pay the uncollectible amount, plus a deposit equal to two times the regular deposit in order to obtain service. In lieu of a deposit, PES will accept a credit scoring deemed satisfactory and acceptable to PES, obtained from a credit reporting agency selected by PES. A deposit may not be required for any customer who currently has service with Pulaski Electric System and who has not had any late payments, delinquent notices, disconnections, or bad checks within a two-year period immediately preceding the customer's application for new service. For commercial accounts, a deposit approximately equal to twice the highest monthly bill may be required. In lieu of a deposit, PES will accept one of the following: (a) an "Irrevocable Letter of Credit", (b) a "Surety Bond", or (c) a "Customer Guarantee of Deposit." Additional deposit requirements may be required for commercial accounts deemed a credit risk. Upon termination of the service, PES may apply the deposit to the customer's outstanding bills and shall return any remaining balance, plus accrued interest, to the customer. A residential deposit will be refunded, upon request, after 36 consecutive months if no more than one payment was made after the past-due date, no checks were returned for insufficient funds, and no payments were made after the late date for payment within the previous 13 months. Commercial deposits may be refunded after five years of continuous service, provided the customer has paid all bills during the past 13 months within the net payment period and has no returned checks with PES.
4. **Right of Access:** PES employees **must** have access to the customer's premises at all times for the purpose of reading and testing meters, and repairing and replacing equipment such as poles, power lines, transformers, etc. It is a violation for the customer to have obstructions—such as locked gates, blocked driveways, vicious dogs, or "danger trees" near the power lines—that would make it more difficult or time-consuming for the employees to attend to said equipment. Failure to remove obstacles could result in disconnection.
5. **Monthly Power Bill:** Bills will be processed on a monthly basis. The bill must be paid on or before the noted due-date. Payments may be made by mail, in our office during working hours, in our night depository, or at local banks. Credit/debit card payments are accepted for charges not exceeding \$500.00. Selected Due-Date Program is available to PES residential customers. Customers that have been disconnected for non-payment within the previous twenty-four months are not eligible for this program. The dates available for selection are the 7<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup> or 28<sup>th</sup> of the month. Customers may select one of the aforementioned dates that are less than 14 days from their original due-date. A penalty of 5% will be added to any bill under \$250, and 1% for any balance over \$250, that is paid **after** the due-date. In order for the customer to get the power restored after disconnection, or to maintain power after the his/her name is on the disconnect list, the customer must pay the full amount of the bill, plus a \$35.00 Collection Charge. PES reserves the right to refuse checks from any customer who has written the System two "bad checks" within a 13-month period. If PES overcharges a customer due to a billing or meter reading error, PES shall refund or credit the amount

of the overcharge. No adjustment, refund or credit shall be provided for a period in excess of 36 months. If PES undercharges a customer due to a billing or meter reading error, PES shall backbill the customer for the amount of the undercharge for a period not to exceed 36 months.

6. **Levelized Billing:** Customers in good standing with at least twelve months of service are eligible to participate in the levelized billing program that calculates the monthly amount due based on a twelve-month rolling average.
7. **Meter Tests and Re-reads:** PES, at its own expense, makes periodical tests to assure the accuracy of its meters. If a meter test or re-read is requested by a customer, and the results show the read is accurate or the meter tests within 2%, the customer must pay a \$25.00 service charge. If the meter was indeed misread, or the meter was inaccurate, there will be no charge and the bill will be adjusted.
8. **Point of Delivery:** All electrical wiring and related equipment beyond the point-of-delivery (*typically the weatherhead*) must be maintained by the customer. Customers considering “underground service” must meet PES’s specifications and provide the trench and conduit. The meter is the property of PES and must not be removed, damaged or tampered with by the customer.
9. **Wiring Standards:** PES requires that all electrical wiring meet or exceed the standards set forth in the National Electric Code and the National Electric Safety Code. For the customer’s own safety, power will immediately be disconnected when dangerous wiring has been detected.
10. **Aid-to-Construction:** The charge for constructing power lines to a new residential or small commercial construction site is \$100.00, plus \$1.50 per foot from the nearest feasible point of attachment. Estimated charges must be paid prior to performance of the work. Financing is available for 50% of the estimated charges for amounts under \$3,000. For large commercial/industrial customers (50 KW demand or more), a “power contract” is required.
11. **Voltage Fluctuations Caused by Customer:** Electric service must not be used in such a manner as to cause an unusual voltage fluctuation on an electrical circuit. If such occurs, it is the customer’s responsibility to install suitable and correcting apparatus.
12. **Additional Load:** Customers--especially large commercial/industrial customers--must notify PES of any plans to significantly increase the electrical load at their home or place of business—such as adding a new central heating/cooling system, large electric motors, etc. Otherwise, any damage caused to the System’s equipment (typically the transformer) will be the customer’s responsibility.
13. **Outdoor Lighting Facilities:** A \$50.00 charge is made to install a security light on an existing pole. If a pole must be installed, the charge will be 100% of PES’s actual labor-and-materials costs, as calculated by the engineering department. Reported outages of a light will only be serviced during extended working hours; otherwise, there will be a charge equal to the actual labor costs if the customer **demands** the light be serviced at other hours.
14. **Resale of Power:** The customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the System’s electricity.
15. **Interruption of Service:** PES will use all reasonable diligence to provide a regular and uninterrupted supply of current. However, in case the supply of current should be interrupted or disturbed for **any** cause (most typically weather-related problems), PES is not liable for any disruptions, inconveniences or damages resulting from the interruption.
16. **Shortage of Electricity:** In the event of a power-supply emergency causing a shortage of electricity, Pulaski Electric System may restrict usage to homes or places of business for the public good.

*Rules and Regulations are subject to change based upon the policies approved by the Pulaski Power Board.*