Benjamin Franklin said it best: “Without continual growth and progress, such words as improvement, achievement and success have no meaning.”

He’s right. Unless we constantly work to improve the services we provide our customers and community, we achieve marginal results.

Fayetteville Public Utilities has a long-standing history of improving the services we provide. Each month, our articles in The Tennessee Magazine inform you about FPU’s work progress in all departments.

This month’s issue is no different. In fact, much of this news section is dedicated to two of our most recent opportunities to improve the services we provide. In the following pages, you will read about our recent service practice policy changes, which are also posted to FPU’s website, www.fpu-tn.com. You will also read about a possible opportunity for FPU to expand broadband Internet service in rural parts of our community.

I urge you to read each article as the information affects you directly as a customer of FPU and as a resident of our community. For FPU to qualify for the broadband Internet service expansion, we need your participation in a statewide assessment of broadband access and use in this area. More information about the assessment is on the next page.

I also encourage you to read the changes in FPU’s policies. We purchase electricity from the Tennessee Valley Authority, which then regulates the way we conduct business at our local electric utility. TVA supplies electric power to all 95 counties in Tennessee as well as to portions of six other states in the Southeast, enforcing policy standards Valley-wide. Power distribution, electric rates, deposits, accounting procedures and quality of service are just a few of the areas that fall under TVA’s regulation.

TVA annually reviews FPU’s financial records and customer account handling to ensure that proper bookkeeping and customer care are provided by our employees.

The FPU board of directors approved the updated service practice policies in October 2015. They became effective Jan. 1.

If you have questions about any of these changes, please contact an FPU customer service representative at 931-433-1522.

Our goal is to always provide the best service to our customers. Safety, reliability and affordability are at the top of our priority list, but treating all customers the same is equally important so that everyone receives the best customer care possible from FPU.
Broadband survey to help gain rural Internet access

Broadband Internet has become as crucial to businesses, educational institutions and healthcare facilities as roads, electricity and water. We now have an opportunity to voice our community’s needs to officials whose plans could bring expanded access to broadband service to rural Lincoln County.

Tennessee Department of Economic and Community Development (TNECD) Commissioner Randy Boyd has announced a statewide assessment of broadband access and use in Tennessee to determine the need for expanded Internet service to support economic development, educational opportunities, healthcare and improved quality of life for rural communities.

After listening to concerns of elected leaders, business executives and economic development professionals in all nine TNECD regions, Boyd and department officials understand fully that a lack of broadband access may hurt future economic development efforts in rural Tennessee.

“It’s a concern in our community as well as for Tennessee,” says Fayetteville Public Utilities CEO and General Manager Britt Dye. “Our economic future is directly tied to available broadband access. Quality, reliable Internet service impacts our families and community on many levels, and we want to strengthen our ability to compete in the business world and make sure our children — our future community leaders — have the tools they need for success.”

The online assessment will help TNECD officials and our state leaders measure who has broadband Internet access and how they are using it. Assessing the broadband gaps will help officials determine strategies to drive broadband utilization in our state while evaluating options and costs to build out to unserved and underserved areas of our community.

“Please help us spread the word about this survey, and let’s work together to make sure Lincoln County has an opportunity to expand rural access to broadband service by taking this online assessment,” urges Dye.

**The online broadband assessment continues through March 15 for businesses and residents of Fayetteville and Lincoln County as well as other communities across Tennessee. Go to www.tn.gov/broadband to complete the online survey.**
Upon written request by the customer, the security deposit requirement may be re-evaluated based on the most recent use. FPU will review annually the adequacy of the general service security deposit based on historical use and/or credit worthiness. The deposit will be increased if the account is not in good standing.

Security deposits will not be required from any agencies of local, state, and federal governments with a rating of either “A2” from Moody’s Investors Service or “A” from Standard and Poor’s Rating Agency and whose accounts are in good standing upon annual review.

### INTEREST EARNED ON CASH SECURITY DEPOSITS

After the security deposit is paid in full, interest will accrue annually on a cash security deposit held longer than 12 months. The interest rate earned on the security deposit shall be equal to the annual rate of interest earned by FPU’s primary checking account as of July 1 of each year. Interest accumulated on cash security deposits shall be credited to the customer’s account once per year.

Upon written request by the customer, the interest on security deposits may be reviewed. The total security deposit, including interest accrued, will be credited to the customer’s unpaid balance upon termination of service.

A security deposit can be transferred from one service address to another if both accounts are in the same customer’s name.

### TERMINATION OF SERVICE POLICY

The following explains how Fayetteville Public Utilities handles cases of nonpayment of utility bills.

Fayetteville Public Utilities may discontinue service for the violation of any of the Schedule of Rules and Regulations (or nonpayment of utility service provided) or the Schedule of Rates and Charges. FPU may also discontinue utility service to the customer for the theft of services or the appearance of theft devices on the customer’s premise, for safety reasons or to be compliant with any state, city or county regulations that require disconnection for safety reasons. Any and all services will be discontinued to customers with past-due accounts except as provided in this policy. Payment in full (including late fee and all other associated charges) will be required before service is restored. The termination of service by FPU for any reason stated in this policy does not release the customer from the obligation for any amounts due to FPU, including the payment of minimum bills as specified in contracts.

If payment is not received by the due date on the bill, the customer will be notified by a written notice. FPU may discontinue service five days after the due date.

The “Disconnect Notice” will include the following:

1. The amount due, excluding additional charges due.
2. The last date of payment to avoid termination of service.
3. A statement for FPU’s Dispute Resolution.

If the customer has elected to receive electronic presentation of their billing statement in lieu of a mailed paper statement, notice of disconnection will be sent electronically.

A customer who believes he or she has been billed in error should discuss their concern with the Manager of Customer Service. Disagreement with the charges does not relieve the customer of the obligation to pay the billed amount by the due date to avoid the application of late fees or any payment plan agreed thereafter. Any dispute not resolved by the Manager of Customer Service shall be elevated to the CEO/General Manager or his or her designee. If a disagreement remains, the customer may call (931) 433-1522 and request to meet in person during normal business hours. In the event the dispute persists, the customer may provide a written notice to meet with the Board of Directors at its next regularly scheduled meeting.

**Extreme Weather Conditions**

FPU evaluates weather conditions at www.weather.com for Fayetteville, Tennessee 37334. In the event that the daily forecasted high temperature is not expected to exceed 32 degrees Fahrenheit in cold weather or is expected to exceed 100 degrees Fahrenheit in hot weather then disconnection of service for nonpayment will be suspended for as long as the extreme weather is forecasted to last. FPU will consider delaying disconnection of service for nonpayment if an extreme weather alert is in effect. Where disconnection is postponed due to an extreme weather condition, the postponement will not exceed beyond the extreme weather condition. FPU will not delay disconnection of service in the case of returned checks, tampering, broken arrangements or other similar circumstances.

**Medical Hardship**

Upon completion of a Medic Alert Notification Form, disconnection of service may be postponed 48 hours to allow the customer time to make payment or alternative shelter arrangements. The form must be completed by a medical professional certifying that the disconnection of utility service would create a life-threatening medical situation for the customer or other permanent resident of the customer’s household. It is the responsibility of the customer to ensure that the form has been approved by FPU. A life-threatening medical condition does not relieve a customer of the obligation to pay for utility service, including any late fees incurred or other
applicable charges. FPU will only grant this postponement for termination three times in a 12-month period. If full payment of the past-due amount, including all late fees and other applicable charges, is not received by the end of the 48-hour postponement period, utility service will be disconnected without further notice.

**BILLING AND COLLECTION POLICY**

Fayetteville Public Utilities will deliver bills monthly. Payments may be made in the office, by mail, bank draft, night deposit box, telephone, Internet and at most local banks. Bills can be paid in the office by cash, check, electronic check, cashier’s check, money order, debit card or credit card. Electronic check, debit card and credit card payments are accepted using the telephone or Internet options.

Customers may elect to receive electronic notification of their billing statements in lieu of paper copies. Any such election shall apply to all forms of communication between FPU and the customer. Customers desiring to receive electronic bill presentation and electronic termination notices must enroll in FPU’s electronic notice program by completing the applicable form and consenting to its terms and conditions.

Failure to receive a bill will not release customers from their payment obligations. The due date for payment of the bill will be 15 days from the date on the bill. Payments made after the due date will be subject to a 5 percent late payment charge that will be added to the unpaid portion of the bill after the net payment period. Payment must be received prior to the close of normal business hours of the due date to avoid the late payment charge. Payments made in the night deposit box will be credited to the accounts the next business day.

Should bills not be paid by close of business on the due date specified on the bill, service may be discontinued as set out in the Termination of Service Policy.

Should the due date fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for payment to be received.

If the bill remains unpaid after the due date, a disconnect notice will be mailed to the customer, except in instances in which customers have elected to receive electronic disconnection notices. The disconnect notice will provide the past-due amount and the disconnect date, which shall be no earlier than five calendar days after the due date.

**INFORMATION TO CUSTOMERS POLICY**

Fayetteville Public Utilities shall reasonably inform customers about rates and service practice policies by making such information available on the customer’s application for service and upon request. This information can also be posted on FPU’s website, www.fpu-tn.com.

All retail rate actions initiated by FPU shall also be posted to the website. Notice of such change may also be published in the local newspaper. Upon request from the customer, FPU shall provide a statement of the customer’s monthly consumption for the prior 12 months if it is reasonably ascertainable.

**SCHEDULE OF RULES AND REGULATIONS**

*Our Schedule of Rules and Regulations includes our general operating practices and sets formal guidelines for providing utility services to our customers.*

1. **Application for Service.** Each prospective Customer desiring utility service will be required to sign an Application for Service and/or contract before service is supplied by Fayetteville Public Utilities (FPU). Two proofs of identity, with one including a photo, are required. Applicants for service must be at least 18 years of age. All customers of FPU are subject to provisions of the power contract between FPU and the Tennessee Valley Authority (TVA).

2. **Deposit.** A deposit or suitable guarantee may be required of any Customer before utility service is supplied. Upon termination of service, deposit may be applied by FPU against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer. FPU may require Customer to increase the deposit based on Customer’s payment history, not to exceed two months’ average use in the customer class. For additional information, see the Security Deposits Policy.

3. **Point of Delivery.** The point of delivery is the point, as designated by FPU on Customer’s premises, where utilities are to be delivered to building or premises. All wiring, piping and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to FPU.

4. **Aid to Construction.** An Aid to Construction may be required of any customer requesting service where the total in-
stalled cost of providing the requested service exceeds that as established by utility policy.

5. Customer’s Wiring Standards. All wiring by Customer must conform to FPU’s requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

6. Inspections. FPU shall have the right, but shall not be obligated, to inspect any installation before utilities are introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with FPU’s standards; but such inspection or failure to inspect or reject shall not render FPU liable or responsible for any loss or damage resulting from defects in the installations, wiring, or appliances, or from violation of FPU’s rules, or from accidents which may occur upon Customer’s premises.

7. Underground Service Lines. Customers desiring underground service lines from FPU’s overhead system must bear the excess cost incident thereto. Specifications and terms for such construction shall be furnished by FPU on request.

8. Customer’s Responsibility for FPU’s Property. All meters, service connections, and other equipment furnished by FPU shall be, and remain, the property of FPU. Customer shall provide space for and exercise proper care to protect the property of FPU on its premises, and in the event of loss or damage to FPU’s property arising from an event or action other than those of natural origin, the cost of the necessary repairs or replacements shall be paid by the customer of record for the particular service location affected.

9. Right of Access. FPU’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 FPU. Access will also be provided to FPU personnel for regular Right-of-Way and Line Maintenance.

10. Billing. Bills will be rendered monthly and shall be paid within fifteen (15) days from date on the bill at the office of FPU. Payments may also be made by mail, bank draft, night deposit box, telephone, Internet and at most local banks. Failure to receive a bill will not release Customer from payment obligation. Should bills not be paid by close of business on the due date specified on the bill, a disconnect notice will be sent to the customer via mail or by electronic communication if Customer has elected this option. FPU may at any time thereafter, upon five (5) days written notice to Customer, discontinue service. Bills paid after due date specified on the bill may be subject to additional charges. Customer understands that if it becomes necessary for FPU to commence legal proceedings to recover unpaid utility bills or for damaged equipment, Customer is liable for all expenses incurred, including but not limited to, collection expense, reasonable attorney’s fees, court cost, and cost of equipment. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day of grace for delivery of payment. For additional information, see the Billing and Collection Policy.

11. Discontinuance of Service by FPU. FPU may refuse to connect or may disconnect 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. FPU may discontinue service to Customer for the theft of utilities or the appearance of utilities theft devices on the premises of Customer. The discontinuance of service by FPU for any cause as stated in this rule does not release Customer from his or her obligation to FPU for the payment of minimum bills as specified in application of Customer or contract with Customer.

FPU evaluates weather conditions at www.weather.com for Fayetteville, TN 37334. In the event that the daily forecasted high temperature is not expected to exceed 32 degrees Fahrenheit in cold weather or is expected to exceed 100 degrees Fahrenheit in hot weather, then discontinuation of service for nonpayment will be suspended for as long as the extreme weather is forecasted to last.

Furthermore, Customers who have provided FPU with notice of a life-sustaining medical equipment needs statement from a medical professional will be afforded an additional 48 hours before disconnection of service for nonpayment. For additional information, see the Termination of Service Policy.

12. Connection, Reconnection, and Disconnection Charges. FPU 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. 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. For additional information, see the Termination of Service Policy.

14. Service Charges for Temporary Service. Customers requiring utility service on a temporary basis may be required by FPU 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, fireworks stands, and the like. For additional information, see the Termination of Service Policy.

15. Interruption of Service. FPU will use reasonable diligence in supplying utilities, 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 excessive or inadequate electric voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence, electric, water, waste-water, telecom or natural gas supply or interruptions in any FPU service. FPU will not be liable for any such damages caused by failure to supply utility service as a result of, but are not limited to, (a.) an emergency of FPU, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of service to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system, (b.) an
act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from federal, state, municipal, county, or other public authority, (c) making necessary adjustments to, changes in, or repairs on FPU lines or pipelines, substations, pump stations, gate stations, and facilities, and in cases where, in FPU’s opinion, the continuance of service to customers’ premises would endanger persons or property. The customer will notify FPU immediately of any defect in service or of any trouble or irregularity to the utility supply. Maintenance work on lines or equipment requiring service interruption will be done, as far as practical, at a time that will cause the least inconvenience to the Customers. The Customers to be affected by such planned interruptions will be notified in advance, if possible.

16. Shortage of Utilities. In the event of an emergency or other condition causing a shortage in the amount of utilities for FPU to meet the demand on its system, FPU may, by an allocation method deemed equitable by FPU, fix the amount of utilities to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of utilities and the uses which Customer may make of utilities. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters that adversely affect the public health, safety, and welfare. If Customer fails to comply with such allocation or restriction, FPU may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting utility services and charging additional amounts because of the excess use of utilities. 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. Utility Fluctuations Caused by Customer. Utility service must not be used in such a manner as to cause unusual fluctuation or disturbances to FPU’s system. FPU may require Customer, at his own expense, to install a suitable apparatus which will reasonably limit such fluctuations.

18. Additional Load. The service connection, transformer, all piping, all lines, meters and equipment supplied by FPU for each Customer have definite capacity and no addition to the equipment or load connected thereto will be allowed except by consent of FPU. Failure to give notice of additions or changes in any type of load, and to obtain FPU’s consent for same, shall render Customer liable for any damage to any of FPU’s service connections, transformers, piping, lines, meters, or equipment caused by the additional or changed installation.

19. Standby and Resale Service. All purchased utility service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by FPU, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the utility service or any part thereof.

20. Notice of Trouble. Customer shall notify FPU immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of utilities. 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 at other than FPU established standard volt-ages or for the supply of closer voltage regulation than required by standard practice.

22. Meter Test. FPU will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. FPU will make additional tests or inspections of its meters at the request of Customer, at the customer’s expense. If tests made at Customer’s request show that the meter is accurate within two percent (2%) fast or slow, no adjustment shall be made in Customer’s bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by the customer at a cost of the current rate as stated by FPU.

23. Incorrect Customer Billing. If FPU determines a customer has been incorrectly billed for utility service, except as provided by Meter Test (see Rule and Regulation No. 22), then such incorrect billing shall be adjusted for either the overbilling or under billing. After a determination of overbilling or under billing for utility service has been made by the Distributor, an adjustment for overbilling or under billing shall be for any known or unknown causes (with the exception of Meter Tests) which result in incorrect constants, failure of utilities and potential transformer equipment, failure of any other related equipment involved in measuring consumption of utilities, improperly installed metering equipment, improper billing procedures, and other causes which result in incorrect billings for utility service to the Customer. The period of adjustment for any under billing or over billing shall be based upon the period of limitations under State Law.

24. Relocation of Outdoor Lighting Facilities. FPU shall, at the request of Customer, relocate or change existing FPU-owned equipment. Customer shall reimburse FPU for such changes at actual cost including appropriate overheads.

25. Billing Adjusted to Standard Periods. The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of appropriately 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 services excepted) where the period covered by the billings involves fractions of a month, the demand charges and the energy charges will be adjusted to a basis proportionate with the period of time during which service is extended.

26. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving utility service from FPU, and applies to all service received from FPU, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of FPU’s Schedule of Rates and Charges, shall be kept open to inspection at the offices of FPU as well as posted on its website at www.fpu-tn.com. For additional information, see the Information to Customers Policy.

27. Revisions. These Rules and Regulations may be revised, amended, supplemented by Policy, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

28. Conflict. In case of conflict between any provisions of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
The annual Fayetteville Public Utilities Awards Banquet shines a spotlight on employees and all they, as a team, have accomplished over the past year. This year’s banquet was no exception with 15 employees recognized for a combined 235 years of service.

“The driving force of FPU is the men and women who work together each day to provide service to our customers,” said FPU CEO and General Manager Britt Dye. “It’s what our employees do that makes FPU who we are and helps our community thrive.”

“Service longevity and employee dedication are worth celebrating,” Dye says of FPU’s Cheryl Crawford, who was honored for her 35 years of loyal service. Crawford is an FPU customer service representative and engineering aide.

Other award recipients were Zach Barnes and Bobby Cooper, five years; Patrick Bradford, Jimmy Medley, David Posey, Scott Rozell and Stacy Rozell, 10 years; Sharon Moffett, Eric Reeves and Nicole Treola, 15 years; Ryan Raby, 20 years; and Tim Shelton, Amy Wakefield and Gina Warren, 25 years.

Service awards were presented to each employee by Britt Dye and FPU Board Chairman Janine Wilson.

The event also included the premier of FPU’s year-end video highlighting employees and the work they do throughout the year.

As Dye states in the video, “We work as a team at FPU. We may work in different departments to provide certain utility services or customer assistance throughout the week, but we really work as one — one team and one utility. Whatever our job description or responsibility, we all have one thing in common — and that’s bringing all that we do together to benefit those we serve.”

“FPU’s Awards Banquet is the company’s way of thanking our employees for going above and beyond to care for our customers, our community and the company for which we work,” says Dye. “Many of our employees work in extreme weather conditions and give tirelessly of their time and efforts to restore utilities after an outage or leak. Our employees are the backbone of this utility. We have a top-notch crew of more than 100 employees who are dedicated to caring for our customers, and honoring them for their employment milestones is the least we can do to show our appreciation.”