



City of Etowah Utilities Customer Service Policy

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Title VI Non-discrimination Statement

It is the policy of the City of Etowah Utilities to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 26; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity on the grounds of race, color, sex, age, disability or national origin.

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1. GENERAL POLICIES

1.1 General Conditions for Service

1. The City of Etowah Utilities will provide service to applicants, who are of majority age, have no prior outstanding delinquency with the Utilities, and who provide satisfactory proof of identity. Each customer will be required to execute a utility service agreement.
2. When a consumer's utility service has been terminated for nonpayment, the utility service will not be restored to the consumer until his or her delinquent account is paid in full with all associated reconnect fees.
3. When an applicant for new utility service has resided with a presently delinquent customer of the Utility during all or part of the time when the delinquent bill was incurred, and when the delinquent customer will also be residing at the residence to which the new utility service is requested, service will not be provided to the applicant until the account of the delinquent customer is paid in full.
4. When an applicant for new utility service neither owns nor intends to reside at the residence to which the new utility service is requested, and when a presently delinquent customer will be residing at said premise, service will not be provided to the applicant until the account of the delinquent customer is paid in full.
5. Both parties in a marriage are responsible for payment of a utility bill at a residence they share. However, one spouse cannot be held liable for a past debt at a location inhabited by the other spouse prior to the marriage; if requested, service may be provided in the name of the new spouse, subject to the usual credit criteria. Service can be denied to the customers until the old account is paid.
6. In case of the death of a customer, the service will be removed from that person's name as quickly as possible. Approximately three weeks after the known death of a customer, we will send the family a letter giving them a thirty (30) day notice that the name needs to be changed on the account. In situations where we discover an account in a deceased person's name, we will notify the current resident that they must change the account into his or her name within (14) days. In these cases, we could waive the deposit when the spouse has the account changed to their name. If a child, grandchild or other family member wants it put in their name, we would need to see court documents showing they have ownership of the house. If the current bill has been paid, we will waive the deposit fees and change the name. Additional proof of evidence could be a marriage license (for the spouse), death certificate, Power of Attorney, wills, etc. If the customer does not comply within the notice period, they will be subject to having his or her utilities disconnected. In these cases of non-compliance, the customer will be required to pay standard deposit and connection fees.

1.2 Application for Service

Residential customers will be required to make application for new service or changes to existing service. New service will not be granted to minors without proof of emancipation. Application must be made in person at the Etowah Utilities Offices. Service will be connected the day the customer requests such service provided that the request is received by 2:00 PM and requested service lines are already installed. All

requests for sameday service received after 2:00 PM may be subject to additional service charges. Failure to request service in a timely manner may result in a delay in providing utility service. Applicants for new service must provide photo identification such as Driver's License or Passport before utility service is provided. Customer should also have Social Security Number. Customers who are leasing must provide a copy of the lease listing all tenants before service will be provided.

1.3 Deposits

Deposits are calculated based on credit report accessed by name and social security number, if no social security number is available, you will be assessed the maximum deposit. Deposit for Excellent Credit (Green Light) is no charge, deposit for Fair Credit (Yellow Light) is 1 times the highest bill in the previous 12 months and Poor Credit (Red Light) is 2 times the highest bill in the previous 12 months.

Accounts that have no history are assessed a deposit based on square footage at the following rates: Excellent Credit (Green Light) is no charge, Fair Credit (Yellow Light) is \$0.10 per heated square foot, and Poor Credit (Red Light) is \$0.20 per heated square foot. All square footages are based on builder prints or the State of Tennessee Property Assessment Data. Deposits for temporary service are \$100.00 and standard deposit with credit history will apply when service is made permanent. Deposits will accrue interest annually at the current "New Customer Utility Deposit Refund Account" rate. Deposit and interest are credited to the account at the customer's request after one (1) year with no late payments, or are automatically credited to the account after two (2) years with no late payments. Deposit and interest balance will be available for customer review at any time in Etowah Utilities Offices. Etowah Utilities reserves the right to retain the deposit as long as necessary to insure payment for service. Refunded deposits may take up to 60 days to receive.

1.4 Service Charges

1. A full service charge will be applied to any new, re-established, or additional account where it is necessary for the City to go to the premise to establish service. Customers applying for utility service and providing an incorrect service address will be required to pay an additional service charge if the City's service employee has already made a trip to the service address provided by the customer.
2. A service reconnection charge must be paid at the time of reconnection after disconnection due to non-payment of a bill.
3. No service charge will be billed to an account in the case of a reconnection of an existing customer at the same address following disconnection due to an act of God.
4. A service charge may be charged for after hour's callouts when it is determined to be a customer issue and not a utility issue.

1.5 Changes in Customer of Record

Changes in the customer of record for existing residential customers may be granted under the following conditions:

1. The change in customer name or status as a result of marriage, divorce, legal name change or death; and

2. The customer has satisfactory identification and documentation in the new name or status.

1.6 Customer Payments

Government, corporate or personal checks, money orders, credit or debit cards may be accepted for payment of any bills owed the Utilities and any amount over actual amount of the bill will be applied to the customer's account. Payments returned by the bank shall be immediately charged back to the customer's account, and a returned payment charge will be assessed. Any customer account with two returned payments, within a 24-month period, will be required to make future payments in the form of cash, a cashier's check or money order.

1.7 The Etowah Utilities Right to Refuse or Discontinue Service

The Utilities may refuse to connect or may discontinue service for violation by the customer of any of the Utilities Rules, Regulations, Policies, Power Contracts, Utility Service Agreements, or for theft of utilities, including, but not limited to the following:

1. The premises not being in proper repair.
2. Nonpayment of bills.
3. Fraudulent representation in relation to consumption of utilities.
4. Violation of any of the Rules and Regulations or terms and conditions, or customer contracts or applications.
5. Use or application by the customer of the service in a manner or for a purpose which is detrimental to the service in general or in his immediate locality.
6. When made unlawful by orders, ordinances, or laws of the State of Tennessee or any political subdivision thereof. Evidence of tampering with the meter or other equipment which would cause the meter to fail to register or to register inaccurately, or for theft of utility or the appearance of utility theft devices on the premises of customers.
7. If the customer has an unpaid customer account.
8. When requested by Fire Department, Building and Codes, or Deputy State Electrical Inspector.

The discontinuance of service for any cause does not release the customer from his obligation to the City for the payment of bills. An electrical, water, wastewater, or gas inspection may be required before service is reconnected.

1.8 Right of Access

City of Etowah Utilities service employees and meter readers shall have free access to the customer's premises at all times for the purpose of reading meters and testing, repairing, removing or exchanging any or all equipment belonging to the Etowah Utilities. It is the responsibility of the Customer to insure free access. If, for any reason, the utility meter(s) become inaccessible the usage will be estimated. If accessibility problems persist, utility service may be interrupted until accessibility is granted. Any additional costs to restore service after interruption or to maintain proper access will be at the customer's expense.

1.9 Issuance of Bills

1. Bills shall be rendered monthly, at intervals between 28 and 34 days, unless unusual circumstances preclude that action. Bills shall be mailed in a timely fashion, allowing customers sufficient time to pay their bills. The Utility will mail all utility bills at least 15 days before the net due date. The statement will contain a due date to pay the net amount; a due date to pay the gross amount. Penalties will be added at the rate of 5% for all past due balances except for electric services, where penalties will be added at the rate of 5% for the first \$250.00 of the past due balance plus 1% of the remaining past due balance over \$250.00. Should the due date fall on a weekend or holiday, the next working day will be the actual due date. If the Past Due Amount is not paid within 10 days of Due Date, services may be disconnected.
2. Bills shall be sent to the service address, or any other address designated by the customer.
3. Bills for the first month of service and final bills will be prorated for the period of time they were in service. They will include all consumption and prorated customer and service charges.
4. Failure to receive a bill will not relieve a customer of his/her obligation to pay the bill by the Due Date.
5. The customer is responsible for all utility consumption at his/her premise. If it is found that the service has not been billed properly, the Utilities will backbill for utilities consumed up to the limitations defined in Tennessee Code Annotated.

1.10 Estimated Bills

1. There may be times when the Utilities will estimate bills. Such estimated bills will be based upon past usage in accordance with industry accepted estimation practices.
2. If agents of the Utility are unable to obtain access to the customer's meter during regular working hours, the bill may be estimated.
3. If a meter fails to register, or if for any other reason consumption cannot be determined, the Utilities will render a bill to the customer based on the best information available.
4. If inclement weather conditions prevent access to meters.
5. When bills are estimated, the bill shall clearly indicate on its face that the reading was estimated.

1.11 Credit Classifications

1. Satisfactory or unsatisfactory credit classes will be assigned to each account based on the results of prior history, or their payment habits while customers of the Utilities.
2. Satisfactory credit is defined as having no more than three (3) late penalties and no disconnections for non-payment.

1.12 Collection of Final Bills

1. A customer's final bill is normally produced and mailed within ten (10) days after the meter has been read.
2. If the bill remains unpaid after collection attempts have been made, the account may be referred to a collection agency.

1.13 Payment Locations

Payments may be made at the Etowah Utilities Offices. For the convenience of the customers, a night depository has been provided in the drive-through entrance of the Etowah Utilities Offices for the payment of bills when the office is closed and any payments made therein will be accepted for the customer's account and posted the next working day. Any customer using the depository does so at his or her own risk and must accept the Utilities accounting for the amount received by the Utilities. Additional payment locations may be available and will be posted in the Etowah Utilities Offices.

1.14 Rates

The Utilities reserves the right to determine the correct billing rate for each customer class. If a customer can establish that he is being billed on the wrong rate, his rate classification will be corrected. A refund will be made for the applicable period, up to a maximum allowed by law, for the amount the customer was overbilled unless the incorrect rate was based on information furnished to Etowah Utilities by the customer. If it is found that a customer has been underbilled, the Utilities may collect for all such prior service, up to a maximum allowed by law.

1.15 Delinquent Utility Accounts

1. The Utilities will mail all utility bills at least 15 days before the net due date. The statement will contain a due date to pay the net amount; a due date to pay the gross amount.
2. A separate past-due notice will not be mailed to the customer for all utility bills that remain unpaid after the date due to pay the gross amount. The Second Utility Bill will serve as notice and 10 days past due date of original bill is the Disconnect Date. The Second Utility Bill contains the phone number for Etowah Utilities where the customer can discuss the bill.
3. The late charges will be assessed on any account which remains unpaid after the net payment date shown on the bill.
4. If a customer has paid by check and the check is returned for nonpayment prior to the past-due date, a returned check notice will be mailed to the customer. Utility service will be disconnected if the balance and the returned check charge are not paid in full by the referenced date in the letter. If a check is returned for nonpayment after the Disconnect Date, utility service will be disconnected without further notification.

1.16 Satisfactory Payment Arrangements, Partial Payments & Credit Extensions

1. A satisfactory payment arrangement for an active delinquent utility bill may be approved by the General Manager or his designee in extreme cases such as large water leaks, etc.
2. If a Customer fails to make a payment under a payment arrangement, the utility service will be disconnected without further notification.
3. Partial payments which are less than any credit extension agreement, or which do not pay the account arrearage in full by the pre-arranged due date, will subject the account to an interruption of service.
4. Payment of all overdue amounts or satisfactory payment arrangements must be made before service will be provided at a change of address for the delinquent customer or anyone who was living in his/her household at the time the overdue amount was accrued.

1.17 Disconnection of Service

1. No residential disconnection of electric service for nonpayment will take place at any residence which is on the Life Support list when the heat index is projected to be above 90 degrees, unless 24 hours notice has been given.
2. No residential disconnection of electric, water or gas service for nonpayment will take place at any residence when the heat index is predicted to exceed 105 degrees or when the actual high temperature for a day is projected to be below 32 degrees Fahrenheit according to www.weather.com for zip code 37331.
3. No residential service will be disconnected on a day preceding a day or days on which the services of the utility are not open to the general public for the purpose of reconnecting the discontinued service unless prior notice was given.
4. Customers who wish to discontinue service must do so in person at the Customer Service Offices and giving the proper identification number (Social Security Number). Service will be disconnected the day the customer requests such disconnection if the request is made by 2:00 PM. All requests for same-day disconnection received after 2:00 PM may be subject to additional service charges.
5. Etowah Utilities will not be liable for damages resulting from discontinuing service at any time after the delinquent date.
6. Accounts coded "Life Support" shall be routed to the General Manager or his designee when disconnection is imminent.

1.18 Reconnection of Accounts Disconnected for Non-Payment

1. Service that was disconnected for non-payment will be restored upon receipt at the Etowah Utilities Offices, of the full amount for which the service was disconnected. Payment made by personal check may be subject to check verification. Reconnects will not be made after regular office hours.
2. A service reconnection charge shall apply to any account which was interrupted for non-payment.
3. Etowah Utilities will not be liable for damages resulting from disconnecting services at any time after the delinquent date.
4. Any account interrupted for non-payment which remains unpaid after fourteen (14) business days will be considered a closed account. Any customer paying after that time will be classified as a new customer, subject to the standard new customer policies.

1.19 Meter Tampering

All meters, service connections, and other equipment furnished by Etowah Utilities shall be, and remain the property of Etowah Utilities. It is unlawful for anyone other than Etowah Utility personnel to make meter connections or any other form of alteration to standard utility services. If evidence indicates any form of alteration, the customer being served at that location shall be subject to the following penalties in addition to all other penalties that may be provided by law:

1. \$100.00 Meter Tampering charge, per meter per offense.
2. \$30.00 Meter Testing charge if the meter shows any evidence of tampering.
3. Standard Reconnect charge if the reconnect is meter set only.
4. \$75.00 Reconnect charge if the reconnect has to be made at the pole.
5. Charges for any damaged Etowah Utility equipment.

Any and all damage or alterations made to the meter base or Etowah Utility equipment will result in the service being disconnected at the connection point. All damage must be repaired to the satisfaction of Etowah Utilities and must pass a State Electrical Inspection. The customer is responsible for all repairs of their equipment and for obtaining an inspection certificate. A copy of the inspection certificate must be turned in to Etowah Utilities before the service will be reconnected.

1.20 Procedure for Resolving Disputed Bills

1. If a bill dispute involves an allegation of an erroneous meter reading, the Customer Service Representative shall follow all standard procedures to investigate the accuracy of the bill, including an analysis of past usage and possible changes in consumption patterns; the possibility of faulty meter reading; or customer equipment failure.
2. Other types of disputes which may involve responsibility for the account, death of the customer of record, etc. shall be investigated thoroughly to ensure that the proper customer is billed.
3. Representatives or supervisors shall make whatever adjustments are necessary on the account, and notify the customer of the results of the investigation.
4. Customers who continue to dispute the bill may be referred to the General Manager or his designee to schedule a hearing.
5. The disputed amount will be noted on the billing records, but will not relieve the customer from paying the bill in full, nor shall such a dispute preclude further billing activities. Utility service may be disconnected unless the bill is paid in full, under protest.

1.21 Procedure for Informal Hearings

1. If a customer requests a hearing after his/her dispute has been through the standard investigation process, all pertinent information shall be forwarded to the General Manager or his designee to set up a hearing.
2. The General Manager or his designee will establish a date and time for the hearing, and establish a formal file of all information, contacts, investigations, meetings and meeting attendees.
3. The General Manager, or his designee, other involved employee shall meet with the customer at the appointed hour at the Etowah Utilities Offices, and the General Manager or his designee, who is empowered to review disputed bills and rectify errors, shall act as the informal hearing officer. Minutes will be kept of the hearing. All evidence will be

weighed, and the Hearing Officer's judgment will be rendered in writing following his/her deliberations. Such findings will be made known to the parties after a deliberation period to be determined by the Hearing Officer at the conclusion of the hearing.

4. If the customer is not satisfied with the outcome of the hearing, an appeal may be made in writing to the Etowah Utility Board Chairperson.

1.22 Information to Customers

Etowah Utilities shall make available to customers information regarding rates and service policies upon customer's application for service, in the lobby of Etowah Utilities Offices, and/or on Etowah Utilities website. All retail rate actions initiated by Etowah Utilities shall be communicated to customers by public statement issued through either print, electronic media or direct mailers. Upon request, Etowah Utilities shall provide a statement of a customer's monthly consumption for the prior 12 months if it is reasonably attainable.

2. CUSTOMER PROGRAMS

2.1 Levelized Billing

Customers may request Levelized Billing. Customers on levelized billing do not have very high or low bills. The amount is continuously levelized. Levelized billing is based on the current month and previous 11 months averaged along with an overage or shortage adjustment. It is a moving average which means, each month the amount does change because it is based on the previous 12 month average not a 12 month average one specific month of the year. The only true-up is when a customer request to be removed from levelized or service is terminated. Application for the Levelized Billing Program can be made at any time during the year.

2.2 Life Support Program

When the Etowah Utilities is made aware of a customer's reliance upon a medical device to sustain life by having their primary physician return Etowah Utility Medical Exemption Form, their account is coded as a "Life Support". Upon Etowah Utilities approval of Medical Exemption Form, disconnection of service will be postponed for 30 days from the original scheduled date of disconnection to allow the customer time to make alternate shelter arrangements. This Medical Exemption Form must be completed by a doctor or nurse practitioner licensed to practice in the state of Tennessee certifying that the disconnection of services would create an eminent 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 Etowah Utilities. A life threatening medical condition does not relieve a customer of the obligation to pay for services, including any late fees incurred or other applicable charges. Etowah Utilities will only grant this postponement 2 times in a 12 month period. If full payment of the past due amount, including all late fees, is not received at the end of the 30 day postponement period, service will be disconnected without further notice.

2.3 Bank Draft Program

Customers may elect to have their bill payments electronically debited from their bank accounts on the net due date. Any payment refused by the financial institution as non-payable will be assessed a return check charge, unless the return was due to bank error.

2.4 Information to Customers

Information concerning current policies is kept on file in the Etowah Utilities Offices. Upon request of the customer, a 12-month history of usage and billing will be furnished. Requests for multiple bill histories or requests in excess of two (2) per year may be charged at full labor and associated costs.

2.5 Customer Requested Meter Testing

If a customer requests that a meter be tested for accuracy, that customer may be responsible for meter testing charges. If the meter shows to be accurate within industry standards, a \$30.00 meter testing fee will be applied to the account. If the meter shows inaccurate by industry standards, no fees will apply.

3. COMMERCIAL AND INDUSTRIAL CUSTOMERS

3.1 Application/Contract for Service

Commercial and Industrial customers must make application for new utility service or changes to existing service. Applicants must provide satisfactory documentation before utility service is provided. The documentation must include a signature of the owner or officer of the business.

3.2 Contract and Guarantee Requirements

An irrevocable letter of credit or cash deposit will be required for commercial/industrial customers. Existing commercial/industrial accounts that are scheduled for non-pay cut off two or more times in a twelve month period shall be required to provide security as stated above. If a bond or letter of credit expires or is cancelled, the service will be terminated.

3.3 Power Contracts

A power contract shall be required for commercial/industrial customers whose electric service is greater than 50 KW. The power contract referred to herein shall be in conformity with the requirements of the power contract between the Tennessee Valley Authority and the City of Etowah Utilities Department. The Etowah Utilities shall draft such contracts as the requirements of each customer's situation requires and deliver the same to the new customer and to existing customers whose level of demand for service changed so as to require a new contract. The contract shall be tendered to the customer for execution. If the customer fails to enter into said contract, such failure shall constitute

a delinquency in that account. In addition to the other remedies that may be available to the utility, the customer's continued acceptance of electric service for thirty (30) days after the tender of said contract may be deemed to constitute acceptance of the terms thereof, and the electric department may so notify the customer in writing.

3.4 Changes in Customer of Record

1. The customer of record for a Commercial and Industrial account may be changed without additional contracts or guarantees if:
 - a. The customer requests the name change in writing. The request should be accompanied by proper documentation verifying that there is no change in ownership. The documentation must include a signature of the owner or officer of the business.
 - b. The account has a satisfactory payment history.
2. A Commercial and Industrial account found to be in an incorrect name shall be required to make a new application for service and provide a new guarantee or contract if the account does not have a satisfactory payment history