



## CUSTOMER SERVICE POLICY

### **Introduction**

The City of Maryville Utilities (“COMU”) serves as provider of water and wastewater utilities within the incorporated City limits and certain service areas outside of the incorporated area. In addition, COMU provides electric services as a distributor of power purchased from the Tennessee Valley Authority (“TVA”).

The COMU’s goal is to provide excellent service to its Customers. This document describes the Customer Service Policy that is necessary to effectively manage the Utilities and their operations as well as follow regulations established by governing authorities.

### **Payment Hours**

The COMU accepts payments with the following times for each method of payment.

1. In person: Payments may be made during the hours of 8:00 am and 4:30 pm at 400 W. Broadway.
2. Drop Box: Payments may be made at any time of day or night. However, payments must be placed in the drop box, located at City Hall, 400 W. Broadway prior to 4:00 pm to receive current day processing. After 4:00 pm all payments will be processed with the next business day’s transactions.
3. Web Payments and IVR (Integrated Voice Response): Payments (credit card and electronic check) may be made 24 hours a day, 7 days a week. Typically, payments are credited to the customer’s account within 24 hours, but COMU asks customer(s) to allow 48 hours before due date to ensure payment is posted on time. Electronic checks may take up to 3 days to debit customer’s bank account.

In order to restore service due to non-payment after 4:30 pm, Customers must contact the overtime crews to re-establish service. If an overtime crew is called out, the Customer will be responsible for any associated charges and additional fees. The electric overtime crew will be dispatched to restore service for both water and electric service. However, if the electric overtime crew experiences problems associated with water service, and a water overtime crew is dispatched, the Customer will be charged an additional fee to restore water service. These charges become due and payable immediately. Failure to pay these charges may result in the discontinuation of services. Electric Service after-hours can be contacted at (865) 983-8722. Water service after-hours can be contacted at (865) 982-7990.

In order to avoid penalties or late fees, payments must be received by COMU prior to, or on, the due dates that are outlined on the associated bill. Postmarks are not an acceptable measurement of the time payment was received.

## **Information to Customers**

Information is available for the purpose of conservation, fairness, and communication between COMU and its Customers.

1. The COMU will make available to all Customers upon application for service and anytime upon request, information related to:
  - a. Current service practice policy;
  - b. Current rates applicable to such Customer and a written and/or oral explanation of the rate schedule.
2. Upon request a Customer will receive a statement of such Customer's monthly kWh and/or gallon consumption for the prior 12- month period. There is no charge for this service.
3. Requests for information or questions regarding this policy may be made in person at any office of COMU, by phone, by mail, or on COMU's website at [www.maryvillegov.com](http://www.maryvillegov.com).
4. Customers shall be notified of the availability of rate schedules, governing policy such as those established by TVA, and consumption information by the most practical combinations of:
  - a. a message printed on COMU's bills;
  - b. public displays in the office where bills are paid;
  - c. public service announcements on local radio stations periodically;
  - d. advertisements in local newspapers periodically;
  - e. on COMU's website.
5. Customers shall be notified of any proposed significant changes in rates and/or policy at least 30 days prior to implementation of such change by the most practical combinations of:
  - a. mail;
  - b. newspaper advertisement;
  - c. public service announcements;
  - d. displays in the office where bills are paid;
  - e. on COMU's website.

## **Utility Outage**

To report a utility outage, contact the Automated Outage Report Line (865) 983-8722. Water Service after-hours can be contacted at (865) 982-7990.

## **Meter Tests**

COMU will, at its own expense, make periodic tests and inspections of its meters to maintain a high standard of accuracy. COMU will make additional tests or inspections of its electric and water meters at the Customer's request as described below.

Electric meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to additional meter testing. If test shows that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the Customer's bill. If the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment shall be made in Customer's bill over a period of not over 30 days prior and the cost of conducting the test will be credited by COMU.

Water meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to meter testing. If a meter registers in excess of any standardized accuracy limits as disclosed in the adopted Water and Sewer Rules and Regulations, an adjustment will be made by COMU and the cost of conducting the test will be credited by COMU.

### **Limitations of Liability**

COMU's liability shall not extend beyond the Customer's delivery point. The delivery point for residential electric shall be defined as the point at which COMU's facility connects with the Customer's facility and further being defined as: at Customer owned weatherhead for overhead service and at source side of terminal of meter pan for underground service. For other points of delivery, refer to the Electric Department's Rules and Regulations. The delivery point for water and sewer service shall be defined as the point at which the COMU's facility connects with Customer owned service lines.

In accordance with the TVA operating rules, COMU is not liable for lightning, power surges, low voltage, high voltage, loss of power or other temporary abnormal system conditions that are caused by weather, long term equipment failures or other causes not due to direct negligence by COMU or its employees. The Customer shall be responsible for purchasing and installing any devices required to protect the Customer's equipment from any temporary abnormal system condition that may occur occasionally.

### **Customer Charge**

A Customer charge, as adopted by the applicable Rate Schedule, will be applied to all classes of service for supplying service. This Schedule is available on request and at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service).

### **Manual Read Policy**

A Customer may not want an Advanced Metering Infrastructure (AMI) meter installed at their residence. COMU has provided a Manual Read Policy, Appendix D, for customers who choose not to participate in AMI. Customer must complete the Agreement, Appendix E, and pay the appropriate Electric and/or Water Meter Change Out Fee and a monthly Manual Read Fee as referenced in Appendix A.

### **Security Lights**

If an existing utility pole is not available, a Customer will be charged a pole rental fee plus the monthly rate for usage. If an existing utility pole can be utilized, no monthly pole rental charge will be necessary. In order to recover the initial costs of providing the service, a Customer is required to pay a minimum of 12 months of service regardless of their continuance as a Customer of COMU. Any unutilized portion of the 12 month period will be collected on the final billing.

### **Application for Service**

Each prospective Customer desiring service is required to sign a standard application form before service is supplied. The standard application form requires information pertaining to the receipt of adequate identification, such as a valid driver's license and social security number. Also, a copy of a Customer's rental agreement or lease must be provided if the service location is not owner occupied. Service will not be supplied to an applicant who does not (1) sign the required form, (2) provide adequate photo identification, and (3) provide the required rental documents for properties that are not owner occupied (if applicable). All applications completed prior to 12:00 noon, will have service connected the same business day. After 12:00 noon, service will be connected the following business day. A current Customer that has been disconnected for non-payment, account has been finalized and deposit applied to their delinquent account becomes a new Customer requiring applicable re-connection fees, a new deposit, and any past due balance if reapplying for service.

For commercial Customers located within the Maryville City limits, requests for name change, ownership change or new service requires contact with the City of Maryville Electrical Inspector at (865) 273-3517 prior to processing application. The Inspector must authorize any release for

service. Commercial Customers with a demand in excess of 1,000 kW will be required to sign an additional Power Contract.

### **Denial of Service**

Upon application for new service, COMU may deny service due to previously unpaid utility bills under an Applicant's current or past utility contracts with the City as long as the bill or bills at issue were not timely disputed by the Customer. Such denial of service on this basis will not occur for an existing Customer.

COMU shall deny service if it is determined that service would be a potential hazard to the health, safety, and welfare of our Customers.

When service is being furnished to an occupant of premises under contract and such contract is not in the occupant's name, COMU reserves the right to impose the following conditions on the right of the Customer to discontinue service under such a contract:

1. Written notice of the Customer's desire for such service to be discontinued may be required.
2. COMU may require that the service continue for a period not to exceed three (3) days landlord/tenant account during which time the Customer would be responsible to COMU for all charges for such service. During such three (3) day period or thereafter, the occupant of the premises to which service has been ordered disconnected by the Customer, other than the occupant, may be allowed by COMU to enter into a contract for service in the occupant's own name if the occupant is deemed to comply with COMU's rules and regulations with respect to his or her own application for service.

### **Deposit-Residential Customers**

1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.
2. Customers who receive a "green check" designation from ONLINE Utility Exchange will not be required to provide a deposit. Customers who receive a "red x" **will be** required to provide a deposit. The deposit amount required is listed in Appendix A and should not exceed the class average of no more than twice the highest monthly bill. COM reserves the right to adjust deposits as needed.
3. An existing Customer, who wants to transfer service to another location and does not have an excellent payment history with COMU will be required to pay a deposit. An excellent payment history is defined as having no more than one late penalty in the past 12 months.
4. If account is terminated before one year of service, deposit held will be applied to any outstanding balance due COMU and any remaining balance refunded to Customer.
5. All residential deposits will be accounted for and credited to the account after twelve (12) months of continuous service. The deposit balance is subject to review by COMU and the customer.

### **Deposit-Commercial Customers**

1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.
2. A deposit is required of any Commercial Customer before service will be supplied. The amount required should not exceed twice the highest monthly bill for billing location where billing history exists. For new customers at locations where no billing history exists, the monthly bill will be estimated based on anticipated energy demand and load for customer.
3. Upon termination of service, any outstanding balance due COMU will be paid in full

- from the deposit funds and then the balance, if any, shall be paid to the Customer.
4. All commercial deposits will be accounted for and credited to the account after twelve (12) months of continuous service. The deposit balance is subject to review by COMU and the customer.
  5. COMU does not accept surety bonds. An irrevocable letter of credit from a financial institution may be acceptable; however, this should be discussed in advance with the Customer Service (865) 273-3456.

### **Methods of Payment**

Acceptable methods of payment during normal business hours are cash, check, money order or cashier's check. Credit cards are also acceptable methods of payment. VISA, MasterCard, Discover and American Express are accepted.

### **Billing**

1. Bills will be rendered monthly and shall be paid at the office of COMU or through the various other methods listed under "Payment Hours".
2. **Failure to receive a bill will not release Customer from payment obligation.**
3. The due date for payment of the bill will be at least 15 days for all cycles from the day the bill is mailed to the Customer.
4. Payments made after the due date will be subject to a late payment charge of 5 percent
5. A one-time courtesy adjustment of late fee per account may be allowed.
6. If the COM is unable to obtain access during regular business hours to read meters or if for any other reason correctly registered consumption cannot be obtained, the COM reserves the right to render an estimated bill to the customer on the basis of the best available information available.

### **Collection and Termination Procedures**

Whenever practical, the following process will be followed to discontinue service. However, this process may be modified as long as the intent of notification remains intact and is deemed to be more efficient in the administration of providing utility services and receiving utility payments:

1. A monthly bill will be sent to the address provided by the Customer. A notice that service is subject to termination for non-payment will be printed on the monthly bill if there is a balance carried forward from previous month.
2. A courtesy letter for first time late Customers will be mailed 20 days after due date.
3. Written notice of termination ("Final Notice Before Disconnection of Service") including rights and remedies will be mailed to Customer at least 5 days prior to the scheduled date of termination and will include all amounts due. For billing disputes, contact Customer Service at 865-273-3456.
4. If Customer does not make payment of all outstanding charges, notify COMU of a billing dispute, or make other acceptable arrangements by the last date of termination, COMU will proceed on schedule with termination.
5. Hearings on disputed bills will be held by appointment between the office hours of 8:00 am and 4:30 pm by an appointment with the staff member designated by the Director of Financial Services.
6. A Customer requesting a hearing has the right to examine records pertaining to that Customer's service.
7. The hearing will be conducted by the staff member designated by the Director of Financial Services. After hearing the evidence, a written decision will be promptly provided to the Customer.

8. A Customer may appeal the decision of the designee of the Director of Financial Services. In such case the Director of Financial Services will hear the evidence and render a decision in writing and shall promptly provide the Customer a copy of such final decision.
9. The Customer has the right to a post termination hearing under the above procedures within 2 business days following such termination.
10. Discontinuance of service shall not release the Customer from liability for service already received or from liability for payment that thereafter becomes due under the minimum bill provisions or other provisions of the Customer's contract.
11. A standard reconnection fee will be required for reconnection after termination for non-payment during normal business hours. After-hours a service fee will apply and payments will be accepted only in the form of cash or check.
12. A cut-off fee will be added to all accounts that have made the cut-off list, regardless of whether they are disconnected.
13. If COMU terminates the Customer's service for non-payment due to a returned check, a re-connection fee will apply plus any and all check fees. Full payment of all past due amounts and applicable fees owed to COMU must be received in order to restore service. After the third returned check, COMU will not accept a check from the Customer for the next 12 month period.
14. A Returned Check/Draft Fee will be assessed to a Customer's account for each returned bank draft. After the third returned draft, the Customer will no longer be eligible to participate in the Bank Draft Program.
15. For a Customer with hardship or other extenuating circumstances, special counseling is available. When requested by the Customer, COMU may arrange to extend payment a week from last day to pay before disconnection of service. The Customer is allowed to have 3 extensions within a 12 month period as long as the Customer pays by the date stated on agreement and past due balance and all applicable fees are paid in full. If any agreement is paid with a returned check, no future agreements are allowed for the following 12 month period.
16. COMU evaluates weather conditions daily at [www.weather.com](http://www.weather.com) for Maryville, TN 37801, and in the event that the forecasted temperature is not forecasted to exceed 20 degrees/ Fahrenheit (F) or is forecasted to exceed 100 degrees (F) for heat, on that day, COMU will not disconnect service for non-payment. During such events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the customer's next due date, whichever date comes first.
17. For nonpayment of a bill in cases of documented medical hardship, such as oxygen, life support systems or dialysis machines, with a written order, Appendix C, from a Tennessee medically licensed physician, COMU will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than 7 days. COMU limits the number of times this provision may be invoked to three times per year per location/Customer. This provision does not apply to CPAP machines.

### **Service underpayments or overpayments**

If the COMU determines a Customer has been incorrectly billed for utility services, then such incorrect billing shall be adjusted for either overbilling or under billing. After a determination of overbilling or underbilling for services has been made by COMU, an adjustment for overbilling or underbilling shall be for any known or unknown causes which result in incorrect bills for utility services including but not limited to incorrect constants, failure of current and potential transformer or meter equipment, failure of any other related equipment, improper billing procedures, and any other causes which result in incorrect billing for services to the Customer. The period of

adjustment for any overbilling or underbilling shall be based upon the period of time during which said overbilling or underbilling occurred subject *only to the applicable period of limitations under state law TCA § 28-3-301*.

### **Leak Adjustment Policy**

In order to qualify for a leak adjustment, a Customer with permanent service must apply for the leak adjustment by certifying that they have experienced a leak and have had it fixed within their internal water distribution system. Only one adjustment will be allowed every 12 months and any adjustment will only affect a maximum of three separate billings. A leak adjustment may be made for temporary service at the discretion of the Utility Director.

### Water Bill

If a Customer experiences a leak in their internal water distribution system, the water portion of the bill will be adjusted to a level that is equal to the annual average monthly bill, plus fifty percent (50%) of the difference between the actual bill and the average bill. If data is unavailable for previous 12 month period, the system-wide average residential water bill will be used.

### Sewer Bill

If a Customer experiences a leak in their internal water distribution system, the sewer portion of the bill will be adjusted to the annual average only when the leakage **does not** enter the sewer collection system.

For Commercial or new Customer, adjustments must be based on actual usage. If no history is available, six months of usage must be established before an adjustment can be calculated.

### **Theft of Service**

When theft of service is suspected, COMU personnel will visit the premises and evaluate the situation. If it appears a meter has been tampered with, Maryville Police Department will be notified. If the Customer's meter has been tampered with the service will be disconnected and the account immediately closed. All past due, current due, applicable fees, additional deposits and tampering related costs must be paid or acceptable arrangements made before service will be reconnected. COMU reserves the right to refer all meter tampering and theft of service cases to the Attorney General's Office for possible prosecution under Tennessee Law. Any theft of service fees adopted by COMU rate schedule will be applied to all accounts, as appropriate.

### **Rates and Charges for Services**

Rates and Charges for Electric, Water and Sewer Services are located in the applicable Rate Schedule. A copy of the current Rate Schedule is available upon request during the business hours of 8:00 am to 4:30 pm. They are also available at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service). Such requests may be given in person or by calling (865) 273-3456.

Rates and Charges for Electric, Water and Sewer Services are established upon adoption by the Maryville City Council. One exception to this policy is the adoption of a monthly fuel rate charge as adjusted by the Tennessee Valley Authority (TVA). Such charges shall be automatically adopted and included in the Electric Rate Schedule as no additional proceeds are received by COMU.

## Appendix A

### Schedule of Fees

#### *Deposits:*

Electric-Residential	\$200.00
Electric-Commercial	Shall not exceed twice the highest monthly bill
Water	\$ 25.00
Sewer	\$ 25.00

#### *Other Fees and/or Service Charges:*

##### *Electric -*

Installation of service drop	\$ 25.00
Trip Charge	\$ 25.00
Monthly manual read	\$ 20.00
Reconnection during business hours	\$ 40.00
After-hours reconnection	\$ 400.00
Cut Off service order	\$ 10.00
Cut-loose	\$ 25.00
Meter test	\$ 25.00
Security light pole installation service	\$ 100.00
Returned check/draft	\$ 20.00

##### *Water –*

Trip Charge	\$ 25.00
Monthly manual read	\$ 20.00
Reconnection during business hours	\$ 40.00
After-hours reconnection service call	\$ 70.00
Cut Off service order	\$ 10.00
Meter test	\$ 25.00
Returned check/draft fee	\$ 20.00

#### *Theft of Service Fees:*

##### *Electric -*

Energy fee	(Highest 12 month bill/30days) times number of days meter was disconnected.
Cut seal fee	\$25.00
Damage fee	\$35.00/hr.
Meter Tampering	\$400

##### *Water & Sewer -*

Usage Fee	(Highest 12 month bill/30days) times number of days meter was disconnected.
Damage Fee	\$35.00/hr
Service Diversion fee	regular hours \$70.00
Hydrant Usage Theft - Tampering Fee	\$400.00
Damage Fee	At Cost

All charges are subject to appropriate sales tax.

## Appendix B

### Phone Numbers

Customer Service	(865) 273-3456
Utility outage- Automated Outage Report Line	(865) 983-8722
Water service after-hours	(865) 982-7990
Electrical Inspector	(865) 273-3517
Collection Technician	(865) 273-3462
Customer Service Supervisor	(865) 273-3465

**Appendix C**  
CITY OF MARYVILLE UTILITIES  
408 W BROADWAY AVE  
MARYVILLE, TN 37801

**CERTIFICATE OF MEDICAL EMERGENCY**

The City of Maryville Utilities Customer Service Policy states the following: *For nonpayment of a bill in cases of documented medical hardship, such as oxygen requirement, life support systems or dialysis machines, with a written medical emergency form completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household, City of Maryville Utilities will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than seven (7) days. City of Maryville Utilities limits the number of times this provision may be invoked to three (3) times in a twelve (12) month period per location/Customer. This provision does not apply to CPAP machines.*

Customer \_\_\_\_\_ Name \_\_\_\_\_  
\_\_\_\_\_ Service Location \_\_\_\_\_  
\_\_\_\_\_ Number \_\_\_\_\_ and  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_  
City of \_\_\_\_\_ Maryville \_\_\_\_\_ Utility \_\_\_\_\_ Account No. \_\_\_\_\_  
\_\_\_\_\_ Customer SSN \_\_\_\_\_  
\_\_\_\_\_ or Customer Driver's License No. \_\_\_\_\_

Person's Name in Household with Medical Condition \_\_\_\_\_  
Relationship to Customer Name Listed Above \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF LICENSED PHYSICIAN**

By my signature, given below, I certify that my records indicate that \_\_\_\_\_  
who is currently under my care, resides at the above referenced household. I further certify that the  
discontinuance of electric utility service to this household would create a medical emergency and  
possible death.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_  
State of TN License No. \_\_\_\_\_

**NOTE: THE ABOVE STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO  
PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM CITY OF MARYVILLE  
UTILITIES**

## Appendix D

# Manual Read Policy

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This policy provides a choice for those who do not wish to have an Advanced Metering Infrastructure (AMI) meter installed at their residence.

It is the policy of the City of Maryville that any customer who wishes to not participate in the Advanced Metering Infrastructure (AMI) can do so by completing the Manual Read Agreement and paying the electric and / or water Meter Change Out fee according to the Schedule of Fees, Appendix A, of the Customer Service Policy.

The City of Maryville will charge a Monthly Manual Read fee according to the Schedule of Fees, Appendix A, applied to the customer's monthly statement for the City of Maryville to manually read the meter/meters each month.

If fees are unpaid, the City of Maryville will reinstall an AMI meter at the customer's location and all disconnect policies will apply.

\*To be eligible, customers must not have tampered with the electric service in a fraudulent or unauthorized manner.

Appendix E



## Manual Read Agreement

CUSTOMER INFORMATION
Name on Account:
Mailing Address:
Service Address:
Phone#:
Account#:
Location#:

City of Maryville utilizes AMI metering. This agreement provides a choice for those who do not wish to have an AMI meter installed at their service location.

**The following charges apply for this option:**

\_\_\_ Electric Meter Change Out Fee of **\$25.00** must be paid at City of Maryville Municipal Building.

\_\_\_ Water Meter Change Out Fee of **\$25.00** must be paid at City of Maryville Municipal Building.

\_\_\_Monthly Manual Read Electric Fee of **\$20.00** will be applied to your monthly statement. Monthly

\_\_\_Manual Read Water Fee of **\$20.00** will be applied to your monthly statement.

*I agree that I am a named, authorized customer on the account listed above. Further, I am indicating that I do not want an AMI meter(s) and agree to the Electric and/or Water Meter Change Out Fee and the Monthly Manual Read fees as they apply. I understand that if fees are unpaid or if meter is tampered with, an AMI meter will be reinstalled at my location, and that all disconnect policies will apply.*

X

\_\_\_\_\_  
**Customer Signature**

**\*To be eligible, customers must not have tampered with the electric service in a fraudulent or unauthorized manner.**