CITY OF COOKEVILLE

CUSTOMER SERVICE POLICIES

AS AMENDED EFFECTIVE APRIL 2, 2020

James Mills, City Manager

CUSTOMER SERVICE POLICIES

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1. GENERAL POLICIES

1.1 General Conditions for Service

1. The City of Cookeville will provide service to applicants who are of majority age, have no prior outstanding delinquency with the City, 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.
3. When an applicant for new utility service has resided with a presently delinquent customer of the City 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, or satisfactory payment arrangements are made.
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, or satisfactory payment arrangements are made.
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. Collection of the former debt should commence immediately.
6. Occupants are not responsible for utility accounts unless they are parties to a residential utility contract. It is the City's practice to require all responsible occupants to execute a utility contract within fourteen (14) days of the date of application. If after fourteen (14) days all occupants have not executed the contract the customer will be given five (5) days notice that service will be interrupted because of a failure of the customer to meet the customer's contractual obligations. In the event a customer executes a new utility account contract the City may add any unpaid amounts to the customer's bill even if the services were incurred at a different address and the City discovers the existence of an unpaid account at a later date.
7. In case of the death of a customer, the service will be removed from that person's name as quickly as possible. During probate, the account will be billed to the personal representative of the estate of the customer. Following disposition of the estate, the service will be billed in the name of the occupant of the premises. In the case of an immediate family member, the change of name will be arranged without charge. Standard identification questions will be asked.

1.2 Application for Service

Residential customers may be required to make application and pay a non-refundable application fee in lieu of deposit for new service or changes to existing service. New service will not be granted to minors without suitable guarantee, or proof of emancipation. Application must be made in person at the Customer Service Department. Service will be connected the day the customer requests such service provided that the request is received by 2:00 PM. All requests for same-day service received after 2:00 PM will be subject to additional service charges as defined in the City Municipal Code. Failure to request service in a timely manner may result in a delay in providing utility service. Applicants for new service must provide USA issued identification, such as Driver's License, Social Security Card, Passport, or Birth Certificate before utility service is provided. Customers who are leasing must provide a copy of the lease listing all tenants before service will be provided. Application and service charges may be charged to the customer's first utility bill provided that the customer does not have a delinquent account with the City of Cookeville.

1.3 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.

1.4 Change 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; or
2. The customer has satisfactory identification or documentation in the new name or status.

1.5 Payment Types

1. Government, corporate or personal checks or money orders may be accepted for payment of any bills owed the City and any amount over actual amount of the bill will be applied to the customer's account. Checks returned by the bank shall be immediately charged back to the customer's account, and a returned check charge will be assessed in accordance with the City Municipal Code. See Section 1.16 (5). Any customer account with three returned checks, within a 12-month period, will be required to make future payments, for a 12-month period, in the form of cash, a cashier's check or money order.

2. Credit card, debit card and e-check payments are accepted for payment of City of Cookeville utility bills through the City's website, mobile app or by phone(IVR). Card and e-check payments can also be made through the remote payment kiosks located at City Hall and the Electric Department . Each utility bill is assessed a convenience fee by the third party payment processer for all card and e-check payments. Effective November 1, 2013 the maximum credit card utility payment that will be accepted online is $1,000.

3. Automatic bank draft is available through the City of Cookeville. Drafts returned by the bank shall be immediately charged back to the customer's account, and a returned charge will be assessed in accordance with the City Municipal Code. See Section 1.16 (5). Any customer account with three returned drafts, within a 12-month period, will be required to make future payments, for a 12-month period, in the form of cash, a cashier's check or money order.

4. Customers may also pay with cash, check, cashier's check or money order in person at City Hall, 45 E Broad Street or at the drive thru window located at City Hall.

1.6 The City of Cookeville's Right to Refuse or Discontinue Service

The City may refuse to connect or may discontinue service for violation by the customer of any of the City's 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 upon 6 (six) working days' notice to customer.
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.

The discontinuance of service for any cause does not release the customer from his obligation to the City for the payment of bills.

1.7 Meter Access

City of Cookeville 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 City of Cookeville. 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. A $10 service charge will be

added to the customer's bill if, due to inaccessibility, a second trip is required to read or test a meter. 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.

1.8 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 City will mail all utility bills approximately 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; and a FINAL DUE DATE. The FINAL DUE DATE is the disconnect date.
2. The City will mail all utility bills approximately 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; and a FINAL DUE DATE. The FINAL DUE DATE is the disconnect date. In the event that any bill is not paid by the net due date, there shall be added to the bill an amount equal to 5%.
3. Bills shall be sent to the service address, or any other address designated by the customer.
4. Failure to receive a bill will not relieve a customer of his/her obligation to pay the bill by the FINAL DUE DATE.

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 City will backbill for utilities consumed up to the limitations defined in Tennessee Code Annotated.

1.9 Estimated Bills

1. There may be times when the City will estimate bills. Such estimated bills will be based upon past usage in accordance with industry accepted estimation practices.
2. If agents of the City 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 City will render a bill to the customer based on the best information available.
4. When bills are estimated, the bill shall clearly indicate on its face that the reading was estimated.

1.10 Application Fee Exemption

1. Customers may be exempted from the non-refundable application fee provided they have had utility service for a minimum of five (5) consecutive years, with no break in service, and satisfactory credit.
2. Satisfactory credit is defined as having no more than three (3) late penalties, no disconnections for non-payment, or no more than one (1) returned check within the previous twelve (12) month period.

1.11 Collection of Final Bills

1. A customer's final bill is normally produced and mailed within thirty (30) 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.
3. If the bill is turned over to a collection agency, the delinquent party agrees to pay all costs of collection, including, but not limited to, attorney's fees, collection agency fees, and clerk of court's costs.

1.12 Payment Locations

Payments may be made at the Customer Service Department in the City Municipal Building. For the convenience of the customers, a night depository has been provided near the drive-through entrance of the City Municipal Building 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 City's accounting for the amount received by the City.

1.13 Rates

The City 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 the City by the customer. If it is found that a customer has been underbilled, the City may collect for all such prior service, up to a maximum allowed by law.

1.14 Additional Accounts

1. Subject to the conditions in Section 1.2, any customer with a satisfactory credit history may arrange for additional accounts subject to the same rules and charges as established by the City Municipal Code.
2. Any unpaid balance from an additional account may be transferred to the primary account.

1.15 Bankrupt Accounts

Upon receipt of notice of bankruptcy, the customer's account(s) is/are terminated, and a new account is established for future billing. An acceptable security payment may be required within 30 days of the bankruptcy filing date.

1.16 Delinquent Utility Accounts

1. The City will mail all utility bills approximately 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; and a FINAL DUE DATE. The FINAL DUE DATE is the disconnect date.

2. A past-due notice will be mailed to the customer for all utility bills that remain unpaid after the date due to pay the gross amount. This notice will give the customer five business days (excluding weekends and legal holidays) to pay the utility bill or make satisfactory arrangements to pay the past-due amount, or request a hearing. Information for resolving disputed bills is printed on the customer utility bill and on the past-due notice. Customers may also call 931-520-5219 to request procedural information for resolving disputed bills.
3. An additional charge of 5% will be assessed on any account which remains unpaid after the net payment date shown on the bill.
4. Utility customers shall be allowed to pay the net bill, instead of gross, when it is shown that failure to pay within the specified time is not attributable to any fault of the customer. This will not be permitted more than once in one (1) calendar year.
5. If a customer has paid by check and the check is returned for nonpayment prior to the FINAL 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 FINAL DUE DATE. If a check is returned for nonpayment after the FINAL DUE DATE, utility service will be disconnected without further notification.

1.17 Satisfactory Payment Arrangements, Partial Payments & Credit Extensions

1. A satisfactory payment arrangement for an inactive delinquent utility bill under $500 is defined as either payment in full or ½ (one-half) at the time the arrangement is signed and the balance in 14 days. Other arrangements may be made for delinquent accounts over $500 and these arrangements must be approved by the Customer Service Manager, Finance Director or the Assistant Finance Director.
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.
5. All payment arrangements must be made in writing.

1.18 Disconnection of Service

1. 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 100 degrees or when the actual high temperature for a day is projected to be below 32 degrees Fahrenheit using the personal weather service located at the Millard Oakley STEM Center. Information from this PWS may be found at: http://www.wunderground.com/weather-forecast/US/TN/Cookeville.html

2. There is a 10 day disconnect delay for critical care customers if their physician, public health official or social service official certifies that a household member's health would be adversely affected from the loss of service.
3. It is the responsibility of the utility customer to contact the City to discontinue services. Customers who wish to discontinue service may do so in person or by calling the Customer Service Department and giving the proper identification. The customer will be responsible for all bills incurred until termination of services is requested. 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 must be made in person at the Customer Service Department and will be subject to additional service charges as defined in the City Municipal Code.
4. The temporary discontinuance of service at the customer's request will not relieve the customer from payment of minimum monthly charges according to the applicable rate schedule. This includes seasonal service.
5. The City will not be liable for damages resulting from discontinuing service at any time after the delinquent date.
6. Accounts coded "Critical Care" shall be routed to the Electric Department Director for special handling when disconnection is imminent.

1.19 Reconnection of Accounts Disconnected for Non-Payment

1. Service that was disconnected for non-payment will be restored upon receipt at the Customer Service Department of the full amount for which the service was disconnected. Payment must be made in the form of cash, a cashier's check or money order.
2. Payment for reconnection may be made after hours to the Cookeville Police Department, 10 East Broad Street, Cookeville, TN 38501. Only cash payments will be accepted and no change will be given. Any excess will be applied as a credit to your utility account.
3. A service reconnection charge shall apply to any account which was interrupted for non-payment, unless the customer shows a validated receipt showing that the bill had been paid on a day prior to the date of interruption.
4. Any account interrupted for non-payment which remains unpaid after five (5) 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.

1.20 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 City Manager 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 will 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 City Manager to set up a hearing.
2. The City Manager 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 City Manager, or his designee, other involved employee shall meet with the customer at the appointed hour at the City municipal building, and the City 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 City Judge.

2. CUSTOMER PROGRAMS

2.1 *Budget Billing*

Customers may request billings of their utility costs in eleven equal monthly installments during the year through the City Budget Billing Program. The billing for the twelfth month will be adjusted for any amount over or under the total due. Application for the Budget Billing Program must be made during the month of May each year.

2.2 *Critical Care Program*

When the Cookeville Electric Department (or any utility department) is made aware of a customer's reliance upon an uninterrupted power supply for life support equipment, their account is coded as a "Critical Care" customer and special efforts are made to maintain and/or restore utility service. (See 1.18(6))

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 nonpayable will be assessed a return check charge, unless the return was due to bank error.

2.4 *Information to Customers*

1. Upon application for service, customers will be informed that information about utility rates and customer services policies are available on the City of Cookeville's website www.cookeville-tn.gov as well as the Utility Department websites.

   www.cookeville-tn.gov/electric
   www.cookeville-tn.gov/gas
   www.cookeville-tn.gov/water

2. Customer service policies are kept on public display in the Customer Service Department. Customers will be advised of local rate actions via local newspaper and radio stations.

3. 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 one (1) per year will be charged at full labor and associated costs.

3. COMMERCIAL AND INDUSTRIAL CUSTOMERS

3.1 Application for Service

Commercial and Industrial customers may be required to make application and pay a non-refundable application fee 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. It is the responsibility of the utility customer to contact the City to discontinue services. The customer will be responsible for all bills incurred until termination of services is requested.

3.2 Guarantee Requirements

No guarantee will be required for commercial/industrial customers whose monthly gas bill is not anticipated to exceed five hundred dollars ($500) or whose monthly electric bill is not anticipated to exceed 5,000 kilowatt hours. A utility bond, irrevocable letter of credit, or cash deposit will be required as guarantee for commercial/industrial customers whose monthly gas bill is anticipated to exceed five hundred dollars ($500) or whose monthly electric bill is anticipated to exceed 5,000 kilowatt hours. The guarantee amount will not exceed twice the highest monthly bill. The electric deposit will be determined by the amount of kW demand requested by the customer in CED's power contract and/or the kWh loading information supplied by the customer. If billing information is available at the given location, previous history may be used to determine the guarantee amount. After the deposit is paid in full, interest will be paid on an annual basis. Interest will be credited to customer deposit balance in January of each calendar year based on the previous calendar year average annual interest rate earned on the primary deposit account less bank account fees. Customer may review deposit balance including interest credit. Each separate meter shall require an appropriate guarantee regardless of the number of meters provided for a single customer or single premise. Existing commercial/industrial accounts that are scheduled for non-pay cut off two or more times in a twelve month period may be required to provide a guarantee 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 300 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 Cookeville, Tennessee. The electric department 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.

3.4 Change 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.

Any Commercial or 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.

4. TEMPORARY EMERGENCY PROCEDURES

4.1 Emergency Situation Defined

1. Emergency situations are defined as Presidential, Governor, City Council or Putnam County Commission declared emergency or disasters or statewide executive orders issued by the governor of the state of Tennessee that impact the public safety and impact the economic stability of Putnam County.

4.2 City Manager Authority

1. The City Manager may during an emergency situation, implement temporary procedures to include the following:

    a. Allow for deferral of payments and allow installment payments of the deferred amount over a period of time not exceeding 12 months.

    b. Suspend cutoffs for nonpayment.

    c. Waive the 5% additional charge added when the bill is not paid by the net due date.

4.3 Time of Authority

1. The City Manager may authorize the use of temporary procedures for a period not to exceed 60 days, unless extended by action of the City Council.

Originally Adopted May 1, 2003

Amended as follows:

Adopted September 3, 2004 Amended Chapter 1, Section 5

Chapter 1 – General Policies

Section 5 – Customer Checks

Adopted January 25, 2007 Amended Chapter 1, Sections 17, 19 & 20

Chapter 1 – General Policies

Section 17 – Satisfactory Payment Arrangements, Partial Payments & Credit Extensions

Section 19 – Reconnection of Accounts Disconnected for Non-Payment

Section 20 – Procedure for Resolving Disputed Bills

Adopted August 1, 2008 Amended Chapter 1, Sections 8 & 18; Chapter 3 Section 1

Chapter 1 – General Policies

Section 8 – Issuance of Bills

Section 18 – Disconnection of Service

Chapter 3 – Commercial and Industrial Services

Section 1 – Application/Contract for Service

Adopted November 1, 2013 Amended Chapter 1, Section 5

Chapter 1 – General Policies

Section 5 – Payment Types

Adopted July 1, 2015 Amended Chapter 1, Sections 2, 10, 16 & 18; Chapter 2 Section 5; Chapter 3 Sections 1, 2 & 3

Chapter 1 – General Policies

Section 2 – Application for Service

Section 10 – Application Fee Exemption

Section 16 – Delinquent Utility Accounts

Section 18 – Disconnection of Service

Chapter 2 - Customer Programs

Section 5 – Information to Customers

Chapter 3 – Commercial and Industrial Customers

Section 1 – Application for Service

Section 2 – Guarantee Requirements

Section 3 – Power Contracts

Adopted November 1, 2015 Amended Chapter 1, Sections 2, 10, 16 & 18; Chapter 2, Sections 3 & 5; Chapter 3, Sections 1, 2 & 3

Chapter 1 – General Policies

Section 2 – Application for Service

Section 10 – Application Fee Exemption

Section 16 – Delinquent Utility Accounts

Section 18 – Disconnection of Service

Chapter 2 – Customer Programs

Section 3 – Bank Draft Program

Section 5 – Information to Customers

Chapter 3 – Commercial and Industrial Customers

Section 1 – Application for Service

Section 2 – Guarantee Requirements

Section 3 – Power Contracts

Adopted April 2, 2020 Amended Chapter 1, Sections 2,5 &16; Added Chapter 4

Chapter 1 – General Policies

Section 2 – Application for Service

Section 5 – Payment Types

Section 16 – Delinquent Utility Accounts

Chapter 4 – Temporary Emergency Procedures

Section 1 – Emergency Situation Defined

Section 2 – City Manager Authority

Section 3 – Time of Authority