

Winchester Utilities Service Practice Policy Attachment



Deposits

Deposit Fees

- Winchester Utilities determines the deposit requirements based on credit history received from Online Utility Exchange. The deposit fee will not exceed twice the highest estimated bill for the residential location and rate classification. Each residential customer will have the option to determine their deposit based on the results of the credit history inquiry or to pay the maximum deposits as shown below for the “Red” credit response. Once the credit check is processed, it will be valid for six months from that date. Any service needed that requires a credit check more than six months later will be subject to the applicable fees.
- If the customer elects to pay deposits based on their credit history, they will be required to pay a nominal non-refundable service fee as set by Online Utility Exchange to recover the cost of the credit inquiry.
- The Online Utility Exchange provides colors to identify the credit rating for the customer. The colors are defined as follows:
 - **Green** = The applicant has **good** credit
 - **Yellow** = The applicant has **moderate** credit based on utility credit history received from Experian credit. The CSR will print a letter for the customer with a toll-free number to call Experian if an explanation of the rating is needed.
 - **Red** = The applicant has **poor** credit based on utility credit history received from Experian credit. The CSR will print a letter for the customer with a toll-free number to call Experian if an explanation of the rating is needed.
- The following deposit rates are effective immediately without notice:
 - Credit Response = **Green**
 - Electric \$50.00
 - Water \$25.00
 - Credit Response = **Yellow**
 - Electric \$150.00
 - Water \$ 50.00
 - Credit Response = **Red**
 - Electric \$450.00 (Minimum \$250.00)
 - Water \$100.00
- All commercial and industrial customers must deposit an amount equal to twice the monthly historical bill. If the office/building does not have a history, then the deposit will be based on like businesses in the area. The General Manager may reduce this policy in extraordinary circumstances. In such cases, a letter will be written explaining the full details of the situation and then reviewed by the Board of Public Utilities. The cash deposit on commercial/industrial customers may be waived if a “Non-Revocable Letter of Credit” is received from a valid commercial bank or institution. A separate file will be kept for such letters and waivers.
- There may be occasions when our Internet or the Online Utility Exchange website is temporarily not working. The customer may elect to pay the “Red” deposit amount. When the credit check is run and if it results in other than the “Red” response, Winchester Utilities will refund or credit the deposit difference.
- Interest will be calculated annually for those active accounts that have deposits retained longer than twelve months (after payment of the deposit in full) and will be credited to the account. The rate of interest will be based on savings deposit interest rate at Regions Bank.

- The deposit balance as well as the adequacy of such deposits shall be subject to review by the Customer and Winchester Utilities. Customer can request a review of the adequacy by completing the form (see Attachment F). Adequacy of such deposits is based on credit history and payment history.
 - Deposits can be reviewed after two years of active service with Winchester Utilities
 - Adequacy of deposit(s) is based on customer's credit and payment history.
 - If a customer had no late payments or disconnection of services, it may be determined that a deposit can be lowered. If the deposit is lowered, the amount will be credited to the customer account.
 - If it is determined that the customer deposit is not adequate, the utility will calculate the deposit needed. The customer will be given 30 days to pay the additional required deposit amount. If not paid, the utility services will be disconnected.

Deposit Refunds

- Winchester Utilities does not hold customer paid deposits after a customer's account has been finalized and settled. If there is an unpaid balance on the finalized account, any deposits will be applied to that balance. Any remaining credit on the account will be refunded to the customer.
- Once a month, Accounts Payable will issue refund checks.
- Refund checks that are returned to Winchester Utilities or unclaimed will be sent to the state annually.

Billing

Billing

- Standard net payment period for residential customers is no less than 15 days. This means that payment due date is no less than 15 days from the date of the bill.
- Standard net payment period for classes of service other than residential is no less than 10 days after the date of the bill.
- Bill due dates will remain consistent each month for the customer unless otherwise communicated to the customer in writing by Winchester Utilities. Failure to receive a monthly bill does not release the customer of the responsibility to pay the utility bill nor does it release the obligation of paying late fees or preclude termination of services.
- Winchester Utilities reserves the right to correct any and all errors identified on behalf of our customers.

Penalties

- The day following the due date for a billing cycle and following the posting of all payments received via the night drop or by mail, penalties will be applied by the Customer Service Representative (CSR). The penalties (calculated at 5% of the unpaid utility services) shall be added to and become part of the outstanding balance against the account.

Past Due Accounts

Past Due Account Notifications - Active Accounts

- Winchester Utilities will attempt to contact customers prior to disconnection of services via an automated phone call or text alert.
- Customers with accounts past due by 3-5 days will receive an automated phone call or text alert reminding them of the past due bill. Those with no primary phone number on file will be contacted via letter reminding them of the past due bill as well as requesting an active phone number for their account.

- Customers with accounts past due by 10 days will receive an automated phone call or text alert notifying them of possible disconnection of services the following day if payment is not received by the following day.
- All automated phone calls will include the rights and remedies for bill disputes.
- Customer can opt out of receiving the automated phone calls by completing the opt out form (CS-0004B)
- Customers must sign form to opt in to receiving text alerts from the utility.

Past Due - Inactive Accounts

If an inactive account still has an unpaid balance seven (7) days following the final bill due date and if there exists an active account with this same customer's name on it, the unpaid balance on the inactive account can be transferred to the active account. Once transferred, the balance due becomes part of the balance due on the active account. If there is an automatic bank draft process setup for this active account, the entire balance due on the account will be sent to the bank for payment during the next draft cycle.

Disconnection of Services / Reconnection

Inclement Weather

- For residential customers who are scheduled to be disconnected due to non-payment, the disconnection may be postponed for inclement weather. If forecasted high is 32°F or lower during the day and/or below 20°F during the night or a high of 95°F or above during the day, the disconnection will be postponed. The postponement will not extend beyond the extreme weather condition.

Disconnection of Service(s) - Non-Medical

- If the amount past due remains unpaid the day following the 10 day grace period all utility services will be shut off on that day with the following exceptions: 1) pending extraordinary circumstances to be determined by the Assistant Manager; or 2) inclement weather (see above). Service disconnections will take place on Friday provided they can be accomplished prior to noon.
- Industrial disconnects will be allowed an extra ten days before the disconnect is printed. The Utility Board members will be notified and it will be addressed at the next scheduled board meeting, per TVA guidance.
- Disconnects will be printed and given to field personnel no later than 11:00 a.m. on the day of the disconnect. Once the WU employee is dispatched, he will disconnect the service and the customer will be required to pay a reconnection fee along with all other applicable fees. The only situation in which the WU employee will not disconnect the service is if a Customer Service Representative notifies him that the bill has been paid or the customer can show a receipt of payment, per TVA guidance.

Disconnection of Service(s) – Medical Emergency

- Winchester Utilities will flag the accounts of customers requiring uninterrupted utilities because of a medical emergency. To qualify, the customer must bring a certificate (form to be gotten from WU - see Attachment A) with a well-defined illness issued by a licensed Physician or Nurse Practitioner stating the medical necessity. It is the responsibility of the customer to notify WU when this condition occurs.
- WU will annually notify all customers through our billing requesting an updated Certificate of Medical Emergency.
- In the event these services become delinquent, WU will install a low voltage electric meter, adequate enough to supply electricity to the required medical equipment.
- For full power to be restored, the past due amount and any usage incurred on the reduced meter must be paid in full. The low voltage meter will be in place for a maximum of thirty (30) days before it is disconnected. In the event the low voltage meter is "tripped off", service will be restored according to the "Reconnection of Services"

guidelines. If full payment of the past due amount, including all late fees, is not received by the end of the 30 day postponement period, services will be disconnected without further notice.

- Winchester Utilities will only grant this postponement for termination due to a medical emergency 2 times in a twelve month period.

Customer Requested Disconnection of Services

- Customers with current service(s) wishing to disconnect the service(s) must request the disconnection in writing to the office of Winchester Utilities at least 3 days prior to the desired disconnect date.

Reconnection of Services

- Customer will be required to sign a SPP (Service Practice Policy) and provide the utility with an updated phone number before services will be reconnected.

Reconnection request during normal office hours

- Any request for reconnect that is received into the office during normal office hours of 7:00AM – 4:00PM will be processed and completed within 48 hours of receipt of the request. The customer will be required to pay the delinquent amount owed plus an \$80 reconnect fee.

Reconnect request after hours - emergency

- Any request for reconnection after-hours will be done for customers experiencing an emergency. Any customer receiving an “emergency” reconnection will be subject to pay the delinquent amount owed in addition to the following fees:
 - Water only \$490.00
 - Power only \$500.00
 - Water and Power \$525.00
- After hour fees must be made by Cash or Money Order at the Main office night drop box in front of the servicemen who are reconnecting the services. Only the exact amount will be accepted, the utility employee will make no change. The utility employee will give the customer a paid receipt before the meter/meters are turned on.
- A utility employee will only be dispatched once per residence after regular business hours.
- If the customer does not have the full amount required to reinstate the service, or does not have exact change, then the service will not be reinstated that night and the customer will have to come in to the office between the office hours of 7:00AM and 3:00PM and pay all the charges including the after-hours reinstatement fee.

Interruption or Curtailment of Electrical Service

WUS will use reasonable diligence to provide a regular and uninterrupted supply of electricity. However, availability of electricity to Customer may be interrupted or curtailed from time to time. WU shall not be liable for any loss of property or life, injury, or property damage, resulting from failure to supply electricity, interruption, delay in electric restoration, mechanical failure, single-phasing, voltage irregularity, lightning, fire, labor difficulties, riot, explosion, breakdown, external forces, flood, acts of God, acts of wildlife, acts by agents or employees of WU constituting negligence, or acts of public enemy. Because the Customer is in the best position to provide and install special wiring, alternate electric supplies, and/or special devices to protect Customer facilities and equipment, **Customer assumes all risk of loss, injury, or damage resulting from such interruptions or curtailments, holding WU harmless.**

Point of Delivery

The Point-of-Delivery (POD) for electric service shall be the weatherhead or other POD, as designated by WU, on Customer's premises where electric power is to be delivered. All wiring and equipment beyond the weatherhead or other POD (except by special written agreement), other than the electric meter, shall be provided, installed, owned and maintained by Customer. Customer shall provide adequate right-of-way, as determined by WU, for an extension of service from WU's existing facilities to the POD. WU shall not be liable for accidents or damages to Customer's equipment or facilities located beyond the POD.

Customer Wiring Standards

All wiring must conform to local, state, and national standards, including the requirements of the National Electrical Safety Code (NESC), the National Electrical Code (NEC) and WU requirements.

Additional Load

The service connection, transformer, meter, and equipment provided by WU to Customer has a limited capacity. No addition to the equipment or load connected thereto by Customer will be allowed except by consent of WU. Failure to give notice of additions or changes in electric load, and to obtain WU's consent for same, shall render Customer Liable for any damage to any of WU's lines, or equipment or interruption of electric services provided by WU, caused by the additional or changed installation.

Electric Generators

- Electric generators of any type and size, interconnected to WUS's electric grid in any way, shape, form, fashion, or means, including wind, solar, fuel cell, reciprocating engine, hydro, and other similar electric generation devices, are required by WUS to install a manual load-break AC disconnect switch or safety switch (the "Switch") between WUS and the interconnected Customer's equipment. Such Switch must be able to positively isolate the generation source from the grid when needed for emergency events, to perform maintenance, or assist in the restoration of service, etc. The Switch must be able to provide a clear visible open point of disconnection, a clear visible indication of switch position, and have padlock provision for locking the Switch in the open position.
- The Switch must be installed on the Customer's side of the electrical proximity to WUS's Point of Delivery (POD)*. The Switch must be labeled "Generator Disconnect Switch." The Switch must isolate the Interconnected Customer and its associated generator from WUS and shall be accessible to WUS at all times. Failure by Customer to notify WUS of Customer's generator installation, or failure by Customer to install Switch, will result in immediate disconnection of electric service to Customer by WUS until a Switch is installed and inspected by a State Electrical Inspector. Other interconnected generation requirements may apply.

*POD is the point on customer's premises where service is delivered to Customer's connection point.

Inspections

WU shall have the right, but not the obligation, to inspect Customer's wiring beyond the weatherhead or any POD, before electric service is supplied or at any later time, and reserves the right to reject or discontinue service to a Customer whose wiring, at the sole discretion of WU, is deemed to be unsafe or not found in accordance with the provisions above.

However, such inspection, or failure to inspect, or failure to reject, shall not render WU liable or responsible for any loss or damage to Customer resulting from defects in the installation, wiring, or from violation of WU Schedule of Rules and Regulations, from violation of National Electric Safety Code (NESC), or from accidents that may occur on Customer's premises. WU shall not be liable for any damage where Customer's wiring does not conform to applicable code or law.

Inspections – Water / Sewer

Once a sewer or water tap has been purchased, WU requires a five (5) day notice for installation of the tap and/or final inspection of the tap site.

Meter Tests

WU will make periodical test and inspections of its meter and metering equipment in order to maintain a high standard of accuracy. WU will make additional tests or inspections of its meters at the request of Customer. If the results of test made at Customer's request verify that the meter is accurate within two percent (2%), fast or slow, no adjustment will be made in Customer's bill, and Customer may be required to pay WU's standard testing charge. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made to Customer's bill for a period not over thirty (30) days prior to date of such test, and cost of making test shall be borne by WU.

Meter Tampering:

Customer is legally responsible for any tampering of WUS property regardless of who does the tampering. If meter tampering is detected, such meters will immediately be pulled and I will be charged a \$500 fine to be paid in full before services are restored. Any access to services by unauthorized means will be dealt with according to the laws.

Winchester Utilities Property: (condition of receiving and continuing to receive service)

All meters, service connections, and other equipment furnished by Winchester Utilities shall be, and remain, the property of Winchester Utilities System (WUS). Customer shall provide, at no cost to WUS, a space for, and exercise proper care to protect, the property of WUS on its premises. In the event of loss or damage to WUS's property, the cost of the necessary repair(s) or replacement(s) shall be paid by Customer. WUS identified employees shall have safe and unrestricted access to the Customer's premises and the utility's equipment at all reasonable times for the purpose of reading meters, testing, repairing, removing, or replacing any or all equipment belong to WUS. Attaching anything to WUS EL poles is prohibited.

Location of WUS Facilities

In no case shall customer, or an agent of customer, build any facility that will impede access to WUS's facilities, including meters. No meter shall be enclosed in a room addition, porch, deck, etc. In the event that this happens, WUS will give notice to customer that the meter or other facility must be moved at customer expense to an acceptable location or service will be terminated.

Rights and Remedies

If you wish to dispute any portion of the bill, you must request a hearing in writing and it must be received no later than one business day before the disconnect date.

Rates and Service Practice Policies

All retail rate actions initiated by Winchester Utilities shall be communicated to Customers by public statement issued through the local radio, local newspaper, and the utility website in order to reach the majority of customers in the service area. Service Practice Policies are part of all contracts for receiving service from Winchester Utilities (WU), and applies to all service received from WU, whether the service is based on contract, agreement, or signed application. These Service Practice Policies may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Service Practice Policies.

TVA Complaint Resolution Process

In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with Winchester Utilities. If the dispute is not resolved, Winchester Utilities will provide the customer with information regarding TVA's Complaint Resolution Process. Customers can request information concerning the TVA Complaint Resolution Process at any time. This information is also available on Winchester Utilities website. (www.winchesterutilities.com).

Winchester Utilities accepts credit cards. We accept Visa, Discover, and MasterCard. We do not accept American Express. We do not accept two party checks of any kind.