

**RULES AND REGULATIONS/
SERVICE POLICIES FOR THE
ELECTRIC BOARD OF GUNTERSVILLE**

1. HOURS OF OPERATION—The office hours for the Electric Board of Gunterville are Monday through Friday, 8:00 AM to 4:30 PM. Our office phone number is 256-582-5691. To report a power outage or other emergency after regular business hours, including nights, holidays and weekends, call 256-582-3441.

2. ESTABLISHING NEW SERVICE—All new customers who do not already have an account with us must appear in our office to apply for service. New applicants must bring their driver's license or non-driver's ID as proof of identification and a copy of their lease if power is requested for a rental property. Homeowners should bring proof of ownership for the property where power is requested. If the customer was not provided a lease agreement, the customer must obtain a copy of the Department's Rental Property Information Form (available in our office or on our website for download), fully complete the form and submit it with their application for service. The person requesting service must be the same person whose name appears on the lease. A deposit may be required (see Deposits section) as well as a connection fee (see attached Schedule of Service Fees). These must be paid in full before service is connected.

Existing customers who wish to transfer service to a different location must appear in our office, sign the service order and pay a transfer fee (see attached Schedule of Service Fees). In addition, customers may be required to pay any past due amount owed at their current service location before the power is connected at the new location.

Any existing customer who wishes to request additional service in their name must contact the office. Customers who have established good credit with the Department may not be required to pay an additional deposit; however, a connection fee will be charged (see attached Schedule of Service Fees). An existing customer must either appear in our office to request the additional service, or they may be allowed to fax in the request to 256-582-5929, or email the request to ebog@hiwaay.net. No power will be turned on without a written signature from the person requesting service.

3. NEW CONSTRUCTION—After the customer has made application for new service as stipulated above, the Department's superintendent or other designated employee will meet with the customer at the job site to determine what equipment installation will be needed to provide service. The customer will be informed of any work that the customer will be responsible for completing to establish service. A statement of any aid-in-construction charges, if applicable, will be provided the customer. These charges must be paid in advance before the job will be scheduled by the Department.

The customer must provide and clear initial thirty (30) feet of right-of-way from ground to sky including any right-of-way required on neighboring properties. The Department's superintendent or designated employee will define the location of the right-of-way after written easements have been obtained.

Always look up before choosing a building site to make sure you are not under electric lines and check the location of the nearest electric lines.

All services must be equipped with an outside disconnect. All wiring must conform to the requirements of the National Fire Code and National Electric Code. Construction on property within the city limits of Guntersville will be subject to inspection from the City of Guntersville's building inspector. Please call 256-571-7564 for more information.

3a. SERVICE AGREEMENT OR IF NECESSARY, EASEMENTS TO PROVIDE ACCESS TO THE ELECTRIC BOARD OF GUNTERSVILLE, TO INSTALL, MAINTAIN AND SERVICE UTILITY LINES--

In further consideration for providing electrical service, customer shall, without charge to the Electric Board, grant access over land owned or occupied by them for the transmission and distribution lines of the Electric Board. This access to the transmission and distribution lines shall be fifteen (15) feet on either side of said line and the Electric Board shall not be denied access to said property. If necessary, customer agrees that trees or shrubbery may be trimmed as appropriate, so it is not to interfere with the safe operation of said distribution or transmission lines. In the event it becomes necessary, customer shall, without charge to the Electric Board, grant to it such easements as it may be necessary to accomplish said purpose.

4. DEPOSITS--Residential deposits are based on Online Utility Exchange's 'new national risk model' based on their credit score and history of utility payments. New customer deposits will be either \$100, \$200, or \$300 based on their credit report. Customers with good credit will pay \$100; customers with fair or non-established credit will pay \$200; and customers with poor credit or a record of late payments on their credit report will be charged \$300. Customers with excellent credit or who have had electric service with the Department in the last three years and maintained an excellent credit rating may receive a waiver of deposit. The full amount of the required deposit must be paid before service is connected.

A customer who owes the Department an old unpaid bill from prior service will be required to post a deposit equal to the highest two month bill based on the preceding two years of the Department's billing history for their respective rate class. For example, the highest monthly bill for residential customers in the two-year period of 2015-2016 was \$460.74; therefore, a residential customer who owes the Department an unpaid bill from a previous period of service could be charged up to twice that amount and must make satisfactory arrangements to pay the delinquent bill; however, in no case will the deposit exceed twice the highest monthly bill.

Commercial deposits are based on an average of two months electric usage for a period not to exceed the last two years at the location where service is requested. If service is requested for a new construction, the deposit will be based on an average of two months electric usage for a building comparable in size to the new construction. Commercial deposits may take the form of an irrevocable letter of credit from the customer's bank, surety bond, or cash.

All cash deposits held for longer than a period of one year will earn interest at the rate paid on the Department's General Fund account. If the interest rate changes during the course of the year, then the rate credited to the account will be based on the annual average of the rate earned by the Department's General Fund account. (For instance, if the account earned 1% for six months and 1.5% for six months, then the rate credited to the customer's deposit account for that year would be 1.25%.) Any interest earned will be credited to the customer's deposit account annually on June 30, the end of the Department's fiscal year end. If June 30 falls on a weekend, the interest will be credited on the last business day prior to June 30. Upon written request by the customer or at the discretion of the Department, any customer's deposit/interest balance may be reviewed each year.

Residential customers who maintain an excellent pay rating with the Department for a minimum of three years may receive a refund of their deposit and any earned interest in the form of a credit on their electric bill. An excellent pay rating means that the customer paid their bills by the date due, had no disconnections for nonpayment and no returned checks for insufficient funds charged to their account. Customers who disconnect service prior to three years will receive a credit toward their final bill of the deposit and any interest accrual due. If this transaction results in a credit balance, a refund check will be sent to the customer.

5. BILLING—All customers will be billed monthly and must be paid by the date due to be considered timely paid. The customary billing period is generally 28-31 days, although a customer's first months' bill may be for more or less than this time period. Weekends/holidays may affect the number of days in the billing cycle. Residential customers will be given 15 days to pay their bills before late fees are charged; all other rate classes will receive a minimum of 10 days. If the due date falls on a weekend or holiday, the next business day will be held as a day of grace for payments to be received with no late fees added. FAILURE TO RECEIVE A BILL DOES NOT RELEASE THE CUSTOMER FROM THE OBLIGATION TO PAY IN A TIMELY MANNER, NOR WILL IT RELEASE THE CUSTOMER FROM PAYING ANY LATE FEES INCURRED. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO CONTACT OUR OFFICE IF THEY HAVE NOT RECEIVED THEIR BILL BY THE CUSTOMARY TIME. IT IS ALSO THE CUSTOMER'S RESPONSIBILITY TO NOTIFY THE DEPARTMENT OF ANY BILLING ADDRESS CHANGES.

Customers must allow property access to the Department for any monthly meter readings or other maintenance work that is deemed necessary. If a customer has a locked gate or other barrier to free access to the property, customers must either provide a form of entry (i.e. key to the lock) or otherwise make satisfactory arrangements with the Department for needed access. Customer must also grant safe access to their premises, which includes the proper restraint of dogs or any other animal they may own.

Customers may receive a twelve month history of billing data upon request. This information will NOT be provided to anyone other than the customer without the customer's written consent (i.e. real estate agents).

6. PAYMENT OPTIONS—Payment may be made in our main office during regular business hours. We accept cash, check, Visa, MasterCard and Discover debit or credit cards. The Electric Board reserves the right to charge convenience fees for debit/credit card payments. We also offer automatic bank draft, where payment is automatically deducted from the customer's bank account. This transaction does not take place until the date due as listed on the customer's billing statement.

In addition, customers may mail in their payments to P. O. Box 45, Guntersville, AL 35976. **Please note:** Payment must be received in our office by the date due on the bill to prevent late fees. Any payments received after the date due will incur late charges. Payments may also be made on our website at www.guntersvilleelectric.com, or by calling the toll-free number at 1-855-613-8132. An after-hours payment box is available at the office and at the Marshall County Gas District located at 1245 Gunter Avenue. To ensure proper credit, please enclose the remittance stub with any payments. Both of these payment boxes are opened once each day shortly after the office opens; therefore, if any payments are deposited in these boxes during the course of the day, they will not be collected and posted until the next morning. We STRONGLY discourage the placement of cash in these boxes.

A drive-through is available during regular business hours at our office located at 701 Blount Avenue. **PLEASE NOTE:** We CANNOT process any debit/credit card payments through our drive-through. Anyone wishing to pay with a debit or credit card at our office MUST bring it inside the office for processing.

7. PAST DUE BILLS/COLLECTIONS—Accounts not received in our office by the date due will be charged a 5% penalty. Two days after the due date, any accounts that remain unpaid will be mailed a notice of termination. A fee is added to each account for which a notice is printed. If payment is not received or the customer has not made satisfactory payment arrangements by the date given on the late notice, a collector may be sent to terminate service. Additional fees will be incurred for the collector's visit. If the visit results in termination of service, the entire amount of the past due bill plus a reconnect fee will need to be paid before service is restored. (See attached Schedule of Service Fees for all fee charges.)

Customers who have their power disconnected and who fail to pay any final billings will be subject to collection proceedings. If the customer provided a forwarding address, we will send a notice of final billing due to that address. If no payment is received or contact made to the Department, collection proceedings will begin. All costs of collections will be added to the customer's past due account and will be paid by the customer, including court costs, reasonable attorney fees, and a reasonable collection agency fee of 35% of the amount of the past due account for any accounts that are turned over to a collection agency.

Section 10 below outlines the Department's procedures for handling any billing disputes that may arise during the collection process. Any customer who believes his billing may be in error is encouraged to contact our office immediately upon receipt of the disputed bill during our business hours at (256) 582-5691 to prevent late fees/collection charges.

8. PAST DUE BILLS/SPECIAL CIRCUMSTANCES—As outlined above, power may be disconnected for nonpayment of bill after the due process as stipulated in Section 7 has been carried out. Exceptions will be made under the following mitigating circumstances:

- 1) Weather extremes—In the winter season, power will not be disconnected for nonpayment if the forecasted low temperature is 32 degrees or below as reported by the National Weather Service for Guntersville (35976) and Albertville (35950) addresses. However, as soon as the temperature rises above 32 degrees and no satisfactory arrangements have been made by the customer to pay the bill, power may be disconnected for nonpayment without further notice. In the summer season, power will not be disconnected for as long as the National Weather Service has placed Marshall County under a heat advisory. However, as soon as the heat advisory is no longer in effect, power may be disconnected for nonpayment without further notice.
- 2) Life threatening medical issues—The Department realizes that there are various health conditions which would cause hardship for the customer to have no electric service. The Department will maintain a list of customers who have been examined by a health professional and will certify that the customer has a physical condition that requires special consideration for electric service. To qualify to be included on this list, each customer must request a form from our office, have it filled out by their doctor and returned to our office. This form must be resubmitted each year. It is the customer's responsibility to ensure that the form has been received and approved by the Department. Once the customer's condition has been verified, the customer will be added to the medical hardship list. Any customer on the hardship list who has difficulty paying their electric bill may receive an extension not to exceed 30 days from the original due date. **IMPORTANT**—Medical hardship customers who need an extension to

pay their electric bill must NOT assume that having the form on file with the office automatically grants an extension. The customer MUST contact the office to receive consideration for the extension. This extension will only be granted twice each calendar year. Once the 30 day extension period has passed and/or the two-time annual limit has been met, no further special exceptions can be made for medical hardship customers. If at the end of the 30 day extension the bill remains unpaid, electric service will be disconnected without further notice. A life threatening medical condition does not relieve the customer of the obligation to pay for electric service, including any late fees incurred or other applicable charges.

9. OTHER CHARGES/CAUSES FOR DISCONNECTION—The Electric Board may discontinue electric service for the violation of any of the Schedule of Rules and Regulations contained herein. Service may also be discontinued for theft of services or the appearance of theft of services on the customer’s premises, for safety reasons or to be compliant with any state, city or county regulations that require disconnection for safety reasons. Fees may be added to the customer’s account if the meter seal is cut or theft of services is discovered. (See attached Schedule of Service Fees.)

10. BILLING DISPUTES—The Electric Board maintains a stringent standard of reviewing meter readings/billings to ensure that customers are billed correctly; however, we acknowledge that errors may occur. Any billing errors that the Department discovers or are brought to their attention will be properly investigated and rectified if the error resulted in an incorrect billing. If a customer feels his/her bill is in error, we strongly encourage the customer to notify the office as soon as possible. This will allow investigation of the account before any late fees are incurred. The Department may send personnel to reread the meter if this did not already occur during the billing process. Customers are encouraged to keep up with their own meter readings to have a better awareness of their personal electric usage.

In the case of billing disputes or other service issues, customers are expected to resolve the dispute by notifying and working with the Electric Board. If the dispute is not resolved, the Electric Board will provide the customer with information regarding TVA’s Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on our website at www.guntersvilleelectric.com.

11. METER TESTING—The Electric Board routinely tests a percentage of their meters annually. In addition, all new meters that are installed on the system have been pretested before being shipped to the Department. If, however, a customer insists their meter be tested due to a billing dispute, a meter change will be made and the meter will be tested by an independent laboratory. If the meter is found to be either fast or slow, an adjustment will be made to the customer’s account accordingly. Meters are considered to be accurate and test ‘normal’ if their accuracy level is anywhere from 98 to 102 percent. There will be no charge to the customer in the event a meter is found to be inaccurate. However, if a meter is changed and tested at the customer’s request because of a billing dispute and the meter tests ‘normal’, a charge will be added to the customer’s bill to help cover the meter testing expenses. (See attached Schedule of Service Fees).

12. RATE INFORMATION—A copy of the current rate schedule will be provided at the time of service application; however, depending on when customer receives the first bill, the rate schedule may or may not be in effect at that time since rates change monthly. A copy of our current rate schedule may be obtained at our office or on our website at www.guntersvilleelectric.com. Any changes in the Department’s retail rates or any local actions resulting in retail rates changes will be posted on the Department’s website.

A copy of these Service Policies will be given to each new customer making application for service. A copy will also be posted on the Department's website.

Your Billing Due Date: _____ . Payment by this date will result in your maintaining an excellent credit rating with the Department, thus qualifying you for a credit refund of your deposit plus any earned interest on your electric bill after three years as set forth in this policy and will avoid the incurring of late fees/penalties.(Please note: If you transfer service to a different location on our system, your billing due date may change.)