



## Rules and Regulations of Tennessee Valley Electric Cooperative

**1. APPLICATION FOR SERVICE** - Each prospective Customer desiring electric service will enter into a contract for service (Application will serve as contract) with Tennessee Valley Electric Cooperative (TVEC), post a deposit or acceptable guarantor's agreement and pay the service connection charge. Two proofs of identity are required. Service will not be supplied by TVEC to any applicant: (a) who is then indebted to TVEC or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to TVEC or (c) who was a member of the household of a former Customer when said indebtedness was incurred, except upon payment of such indebtedness.

**2. DEPOSITS** - A deposit equal to twice the average monthly bill for the residential class will be required of any residential Customer. Non-residential customers will be required to have a deposit equal to twice the maximum monthly bill for that location or twice the estimated monthly bill for new service based on customer supplied load information. Customers may request to view their deposit balance at any time. Annually upon written request, the deposit requirement may be re-evaluated based on the most recent usage. Interest at the rate paid for passbook savings accounts by savings and loan institutions within Savannah and Waynesboro, Tennessee, shall accrue on all deposits and be paid annually. TVEC shall have the right of recoupment and/or to off-set deposits against any account of the customer. A Pre-Pay Customer may not be required to post a deposit.

**3. POINT OF DELIVERY** - The point of delivery is the point, as designated by TVEC, on the Customer's premises where services are to be delivered. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to TVEC. Point of delivery is further defined as the metering point.

**4. CUSTOMER'S WIRING - STANDARDS** - All wiring of Customer must comply with standards set forth by the National Electrical Code, the State of Tennessee Division of Fire Prevention, or by local city or county codes. The National Code is superseded by the state or local codes if it is not as stringent, but in all cases is the minimum acceptable standard. All meter locations, for both underground and overhead services, must be approved by a representative of TVEC. TVEC shall not be obligated to provide protective equipment for the Customer's lines, facilities, or equipment, and the Customer shall provide such protective equipment as necessary for the protection of its own property and operations.

**5. INSPECTIONS** - TVEC will install electrical services only after a satisfactory inspection has been performed by an authorized representative of the Division of Fire Prevention, Department of Insurance, State of Tennessee. Applications for such inspections may be made at 590 Florence Road Savannah Office or 123 High Street Waynesboro Office but only for locations with approved contracts for TVEC service located within Hardin and Wayne County, Tennessee. However, such inspections or failure to inspect or reject shall not render TVEC liable or responsible for any loss incurred or from property damages resulting from defects in the installation, wiring, or appliances, or from violation of TVEC rules, or from accidents which may occur upon Customer's premises.

**6. UNDERGROUND SERVICE LINES** - Customer desiring underground service lines from TVEC must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by TVEC on request. TVEC shall have no responsibility for damage to the property of the Customer or others following installation or maintenance work on underground service lines, except to the extent it may result solely from the negligence or willful misconduct of TVEC, its agents or employees.

**7. CUSTOMER'S RESPONSIBILITY FOR TVEC PROPERTY** - All meters, service connections and other equipment furnished by TVEC shall be, and remain, the property of TVEC. As part of the consideration for service, each Customer shall be TVECS' bailee of such facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such facilities. Customer shall control new and existing trees and shrubbery and placement of obstruction so as to prevent interference with utility lines and other TVEC facilities. In the event such facilities are interfered with, TVEC reserves the right to trim or remove said obstruction. Further, in the event such facilities are interfered with, impaired in their operation or damaged by the Customer, or by any other person when the Customer's reasonable care and surveillance could have prevented such, the Customer shall indemnify TVEC or any other person against death, injury, loss or damage resulting therefrom, including but not limited to TVEC cost of repairing, replacing or relocating any such facilities. In the event such facilities are entered into, or tampered with in such a manner as to allow any service to be illegally consumed or the measurement of that usage to be impaired, a warrant for arrest will be taken out on the Customer of record and/or occupant shall indemnify TVEC for its estimated loss of revenue, a tampering fee and inspection fee before service is restored.

**8. RIGHT OF ACCESS** - TVEC identified employees shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to TVEC. TVEC may, at its discretion, utilize or upgrade existing facilities on Customer's property for the additional purpose of serving other properties.

**9. BILLING** - Bills will be rendered monthly and shall be paid within fifteen (15) days from the date the bill is mailed/electronically transmitted by TVEC. Bills paid after the due date stated on said bill shall be subject to an additional charge of 5%, on the first \$250.00 and 1% on the remaining balance as provided in the Schedule of Rates and Charges. Failure to receive bill will not release Customer from payment obligation. Should payment not be received accordingly, TVEC may, at any time after 5 days past the past due date on the bill and following the mailing or electronic transmittal of written notice or telephone notice to Customer, discontinue any or all services. By signing the application the customer agrees it is their responsibility to provide a valid phone number to TVEC for the purpose of notifying the customer of a pending disconnect, and they consent to phone notification as a second notice. The phone notification will include a phone number for the customer to call to discuss their bill. If the number provided is not valid TVEC may disconnect without further notice. Electronic messages as designated by the customer will serve as notice for Pre-Pay customers. No further notice will be provided before all services are disconnected.

**10. DISCONTINUANCE OF SERVICE BY TVEC** - TVEC may discontinue any service for the violation of any of the Schedule of Rules and Regulations or of the Schedule of Rates and Charges. TVEC may discontinue any service to the Customer for the theft of services or the appearance of theft devices on the Customer's premises. Any and/or all services will be discontinued to Customers with past due accounts. (Payment in full will be required and an additional deposit may be required before service will be restored.) The discontinuance of service by TVEC for any causes stated in this rule does not release the Customer from his obligation to TVEC for the payment of minimum bills as specified in contracts or any other amounts due TVEC. TVEC will

not disconnect residential consumers on days the temperature is forecast in Savannah or Waynesboro not to exceed 32 degrees F or if a heat advisory is forecast on weather.com. Weather related extensions shall not extend beyond the weather event. Members who provide TVEC with a written medical hardship from a doctor or nurse practitioner licensed to practice in TN, AL, or MS stating that disconnection of electrical service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household may be extended for 20 days from the original scheduled disconnection date to allow the customer time to make payment or find alternate shelter arrangements.

It is the customer's responsibility to ensure the hardship has been approved by TVEC. A life threatening medical condition does not relieve the customer of the obligation to pay for electric service including late fees or other applicable charges.

TVEC will only grant this postponement 3 times in a twelve month period. If full payment of the past due amount including all late fees is not received by the end of the 20 day postponement period, electric service will be disconnected without further notice.

**11a. SERVICE CONNECTION CHARGES** - All connections for new service, transfers of service or reconnections of terminated services will require a payment of \$25.00 in addition, all delinquent amounts, trip charges and deposits must also be paid. If, at the Customer's request, the connection is made after regular work hours or is guaranteed to be completed on the same day that service application is made, the charge will be \$50.00.

**11b. TRIP CHARGES** - If a trip is made to collect and/or terminate a delinquent account, there will be a \$25.00 charge for each such trip. If a Customer requests that we re-read their meter, on verifying the previous reading to be correct, the customer will be charged \$25.00. In the event a customer causes TVEC to make an unnecessary service call at the Customer's premises, TVEC reserves the right to charge Customer with all reasonable costs associated with the trip.

**11c. PAYMENT REJECTION CHARGES** - There will be a \$25.00 charge for each check returned to TVEC and for each presented payment rejected or declined by the Customer's financial institution.

**12. TERMINATION OF CONTRACT BY CUSTOMER** - Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

**13. INTERRUPTION OF SERVICE** - TVEC will use reasonable diligence in supplying electric power services but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate voltage, single-phasing or otherwise unsatisfactory service, whether or not caused by negligence.

**14. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER** - Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to TVEC. TVEC may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

**15. ADDITIONAL LOAD** - The service connection, transformers, meters, and equipment supplied by TVEC for each Customer have definite capacity, and no additions to the equipment or load connected thereto will be allowed except by consent of TVEC. Failure to give notice of additions or changes in load, and to obtain TVEC consent for same, shall render customer liable for any damage to any of TVEC lines or equipment caused by the additional or changed installation.

**16. NOTICE OF TROUBLE** - Customer shall notify TVEC immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of service. Such notices, if verbal, should be confirmed in writing.

**17. NON-STANDARD OR MODIFIED SERVICE** - The Customer shall pay for any special installations necessary to meet his particular requirements for other than TVEC standard or planned voltage or standard voltage regulation. This includes making Customer requested changes in existing installations.

**18. METER TESTS** - TVEC will, at its own expense, make periodic tests and inspections of its meters to maintain a high standard of accuracy. TVEC will make additional tests or inspections of its meters at the request of Customer for a fee of \$25.00. If tests made at Customer's request show that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in Customer's bill. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customer's bill over a period not to exceed sixty (60) days prior to date of such test.

**19. BILLING ADJUSTED TO STANDARD PERIODS** - The Customer charges and the energy charges set forth in the Schedule of Rates and Charges are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service and other seasonal Customers excepted) and final billing of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the Customer charges and the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

**20. CUSTOMER'S ENERGY USE DATA** - Upon request, using procedures established by TVEC, TVEC will make available to customers their available energy consumption data for the past 12 months. TVEC will not provide to other parties any customer's individually identifiable energy consumption data or other individually identifiable customer data collected by TVEC without the customer's authorization, using authorization procedures established by TVEC. Aggregated energy use data will be utilized only by TVEC and parties authorized by TVEC in order to enhance system security, reliability and improve system efficiency and will not be provided to any other parties except with TVEC approval. Nothing in this paragraph limits TVA's rights as provided under the Wholesale Power Contract.

**21. SCOPE** - The schedule of Rules and Regulations is a part of all contracts for receiving electric service from TVEC and applies to all service received from TVEC, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule, together with a copy of TVEC Schedule of Rates and Charges, shall be kept open to inspection at the offices of TVEC. A customer will also receive such information when applying for service and at any time upon request, or from our website [www.tvec.com](http://www.tvec.com). Customers will be notified of any local rate actions through the Tennessee Magazine, the local papers, and TVEC's website.

**22. REVISIONS** - These Rules and Regulations 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 Rules and Regulations.

**23. CONFLICT** - In case of conflict between any provision of any Schedule of Rates and Charges and the Schedule of Rules and Regulations, the Schedule of Rates and Charges shall apply.

### **Complaint Resolution Process**

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 TVEC. If the dispute is not resolved, TVEC will provide the customer with information regarding TVA’s Complaint Resolution Process. Members 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 TVEC’s website or other technological means of communication, if available.



TVA provides regulatory oversight for your local power company’s rates and service practices.

If you have an issue or complaint that you have not been able to resolve with your local power company, TVA’s Complaint Resolution Process may be able to help.

### **There are four ways to begin the process:**

 [www.tva.com/complaintresolution](http://www.tva.com/complaintresolution)

 [complaintresolution@tva.gov](mailto:complaintresolution@tva.gov)

 1-888-289-8409

 scan the QR code  
with your mobile device

