



SEVIER COUNTY

ELECTRIC SYSTEM

The power behind our community

RULES AND REGULATIONS

APRIL 1, 2019

The Schedule of Rules and Regulations is a part of all contracts for receiving electric service from SCES and applies to all service received from SCES, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of the SCES Schedule of Rates and Charges shall be kept open to inspection at the SCES office located at 315 E Main Street, Sevierville, TN, 37862, or found on our website – www.sces.net . Furthermore, SCES will provide information regarding rates, service practice policies, and guidelines to customers via the website – www.sces.net . and information including brochures and print media will also be available in our offices. A customer will also receive such information upon application for electrical service, and at any time upon request. All retail rate actions initiated by SCES will be communicated to the public via the website - www.sces.net and through the SCES newsletter. More information regarding Information to Consumers can be found in Directive 16, entitled, “Service Policies.”

1. APPLICATION FOR SERVICE. Electric service will be provided without regard to race, color, or national origin. If a prospective customer believes they are a victim of discrimination based on race, color, or national origin they may file a complaint with the Sevier County Electric System Title VI Coordinator at: P.O. Box 4870 Sevierville TN 37864-4870. Each prospective customer desiring electric service will be required to provide an acceptable form of identification, to sign SCES’s standard application for service contract, potentially establish a deposit and pay the service connection charge. Service will not be supplied by SCES to any applicant **(A)** who is then indebted to SCES or **(B)** who, at the time of application, is a member of the household of a former customer who is indebted to SCES or **(C)** who was an adult member of the household of a former customer when said indebtedness was incurred and who was either a spouse of said customer or otherwise shared contractual liability for the indebtedness incurred, except upon payment of such indebtedness.

2. DEPOSITS. A deposit based on credit score will be required to establish residential electric service. Any customers that are unable to provide sufficient information for a credit check will be charged the highest deposit amount which is \$250.00. Upon written request by the customer or at the discretion of SCES, deposit and interest may be reviewed on an annual basis.

| Residential Deposit | FICO Credit Score | Ratings |
|---------------------|-------------------|--------------|
| \$0 | 700 – 850 | Satisfactory |
| \$100 | 660 – 699 | Good |
| \$250 | Less Than 660 | Fair/Poor |

The security deposit for general power customers shall be for a sum equal to two (2) times the highest bill during the previous twenty-four (24) months for the similar previous customer. If figures are not available from previous customer, an estimate based on similar establishment, or size of electrical service, may be made. An overnight rental unit, i.e., cabin, house or condominium will be considered “a business” and will be classified under commercial rate. The System’s Commercial Deposit Policy will be applicable to such classified accounts. If the required deposit or deposits are \$1,000 or more, they may be transacted through the customer’s bank by certificate of deposit, letter of credit or by surety bond. All deposits, letters of credit, certificates of deposit and surety bonds will remain in place until service is discontinued and will

be released only after all final bills are satisfied. Upon written request by the customer or at the discretion of SCES, deposit and interest may be reviewed on an annual basis. More information regarding Deposits can be found in Directive 3, entitled "Customer Deposits;" Directive 16, entitled, "Service Policies;" and Directive 41, entitled, "Interest Paid on Customer Deposits Held More Than 12 Months."

3. **POINTS OF DELIVERY.** The point of delivery is the point, as designated by SCES, on customer's premises where electric power is to be delivered. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer at no expense or responsibility of SCES. Point of delivery is further defined as that point where obligation ends for SCES to furnish and install conductor, and where obligation begins for customer to furnish and install conductor.

4. **CUSTOMER'S WIRING – STANDARDS.** All electrical 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 more stringent state and local codes, 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 SCES.

5. **INSPECTIONS.** SCES will install electric service only after satisfactory inspection has been performed by an authorized representative of the Division of Fire Prevention, Department of Insurance, State of Tennessee. Application for such electrical inspections may be made at the office of SCES, Customer Service Department, 315 East Main Street, Sevierville, Tennessee. Application must be made by a licensed electrician or by a homeowner doing his own work. However, such inspections or failure to inspect or reject shall not render SCES liable or responsible for any loss incurred or from property damages resulting from defects in the installation, wiring, or appliances, or from violation of SCES or other governmental rules, or from accidents which may occur upon customer's premises.

6. **ELECTRIC LINE EXTENSIONS TO NEW CUSTOMER INSTALLATIONS.** Customers requesting extensions of SCES's existing facilities will be required to pay a fee in accordance with SCES's current line extension policy. SCES's engineering department will provide more information upon request.

7. **CUSTOMERS RESPONSIBILITY FOR SCES'S PROPERTY.** All meters, service connections and other equipment furnished by SCES shall be, and remain, the property of SCES. Customer shall provide a space for and exercise proper care to protect the property of SCES on its premises, and, in the event of loss or damage to SCES's property or persons arising from neglect of customer to care for same, the customer shall indemnify SCES or any other person against death, injury, loss or damage resulting there from, including but not limited to SCES's cost of repairing, replacing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its metering equipment.

8. **RIGHT OF ACCESS.** SCES's identified employees and contractors shall have access to customer's premises as necessary for the purpose of performing vegetation management, reading meters, testing, repairing, removing or exchanging any or all equipment belonging to SCES.

9. **VEGETATION MANAGEMENT.** In order to maintain safe and reliable electric service, SCES's employees and/or SCES's contractors shall perform vegetation management on customer's premises along electric power line right of way by various methods in accordance with SCES's current integrated Vegetation Management Plan. Customer is responsible for the trimming of service drops (lines from the transformer to the building)

10. BILLING. Bills will be rendered and shall be paid within fifteen (15) days from date the bill is mailed by SCES. Failure to receive the bill will not release customer from payment obligation. Should bills not be paid as above, SCES will add a notice of disconnection to the next month's billing. SCES may at any time thereafter (meaning after the next month billing with added notice of disconnection) discontinue service for the unpaid bill. Bills paid on or before the final date of payment shall be payable at the net rates, but thereafter the gross rates (5% penalty) shall apply, as provided in the schedule of rates and charges. Should the final date for payment of the bill at the net rates fall on Saturday, Sunday or holiday, the business day next following the final date will be held as a day of grace for delivery of payment. More information regarding Billing can be found in Directive 16, entitled, "Service Policies."

11. DISCONTINUANCE OF SERVICE BY SCES. SCES may refuse to connect or may discontinue service for the violation of any of its rules and regulations, or for violation of any of the provisions of the schedule of rates and charges, or of the application of customer or contract with customer. SCES may discontinue service to customer for the theft of current or the appearance of current theft devices on the premises of customer. If it is determined that theft or the appearance thereof has occurred, the electric service will be disconnected at the transformer. A \$200 theft or service tampering fee and a State of Tennessee Electrical Inspection will be required before service is reconnected. Service will be discontinued to customers with past due accounts. (Payment in full will be required along with a reconnection fee and an additional deposit may be required before service will be restored.) The discontinuance of service by SCES for any causes stated in the rule does not release the customer from his obligation to SCES for the payment of minimum bills as specified in contracts or any other amounts due SCES.

If payment is not received by the due date on the bill, SCES may discontinue service 20 days after providing a separate written notice contained within the next bill rendering, by mail to the customer informing the customer of the electric service disconnection and the available rights and remedies to dispute the bill with SCES. On the date that electric service is disconnected, a door hanger will also be left at the premise that includes the SCES telephone number. Courtesy notification may be provided via telephone, email or text before electrical service is disconnected. More information regarding the Credit Policy of SCES can be found in Directive 4 - Section II and Section III.

SCES evaluates weather conditions daily at www.weather.gov for the System's service territory. This includes but is not limited to **Kodak, Sevierville, Pigeon Forge, Gatlinburg and Townsend**. In the event the forecasted temperature is expected to exceed **95** degrees Fahrenheit (F) or is expected to be below **32** degrees Fahrenheit (F) on that day, SCES will postpone the disconnection of service of customers scheduled for such disconnection due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition. More information regarding the Credit Policy of SCES "Inclement Weather" can be found in Directive 4 – Section IV.

Upon approval of SCES's medical necessity form, disconnection of service will be postponed for **20** days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements. The medical necessity form must be completed by a medical doctor or physician's assistant 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. It is the responsibility of the customer to ensure that the form has been approved by SCES. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees incurred or other applicable charges. SCES will only grant this postponement for termination **2** 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. More information regarding the Credit Policy of SCES “Medical Necessity” can be found in Directive 4 – Section V.

12. FlexPay Program. The FlexPay Program option is a system that utilizes the AMI capabilities of the SCES metering system to offer customers an opportunity to manage their power consumption and flexible payment options. The FlexPay program is voluntary allowing the customer to pay for power in advance, the ability to monitor their usage, and avoid large deposits. See SCES Bulletin No. 140 Prepaid Meter Program. The Credit Policy of SCES Directive No. 4 Does not apply to this program.

13. RECONNECTION AND CONNECTION CHARGES. SCES will require all customers to pay an applicable service charge for transfer of service, connection of new and existing services, and reconnection of service due to non-payment. SCES will also require a collection fee to be charged whenever a trip is made to collect an account. Fee amounts may vary and are available at our office or on our website at www.sces.net.

14. RETURNED CHECK (NSF) CHARGES. Any customer billing, paid by check, later returned as “insufficient funds” by the customer’s bank shall pay the 5% penalty along with a bad check service charge.

15. TERMINATION OF CONTRACT BY CUSTOMER. Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days’ notice, written or verbal to that effect, unless contract specified 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.

16. SERVICE CHARGES FOR TEMPORARY SERVICE. Customers requiring electric service on a temporary basis may be required by SCES to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, etc.

17. INTERRUPTION OF SERVICE. SCES will use reasonable diligence in supplying current, 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.

18. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER. Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to SCES’s system. SCES may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

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

20. STANDBY AND RESALE POWER. All purchased electric service (other than emergency or standby service) used on the premises of customer shall be supplied exclusively by SCES, and

customer shall not, directly or indirectly, sell, sublet, assign or otherwise dispose of the electric service or any part thereof.

21. NOTICE OF TROUBLE. Customer shall notify SCES immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of electricity. Such notice, if verbal should be confirmed in writing.

22. NON-STANDARD SERVICE. Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages.

23. METER TEST. SCES will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. SCES will make additional tests or inspections of its meters at the request of customer. 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, and a testing charge will be paid by customer. 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 of not over sixty (60) days prior to date of such test, and cost of making test shall be borne by SCES.

24. CUSTOMER ENERGY USE DATA. Upon request by the customer, SCES will make available a customer's energy consumption data for the prior 12 months' period.