

Harriman Utility Board

RULES AND REGULATIONS

HUB POLICIES

May 1, 2023

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General Statement

The Harriman Utility Board has adopted the following rules, regulations, and rate schedules which are consistent with its contract with TVA for the resale of electric power to its consumers. These will apply to all class types of service requested whether by contract or other agreements.

Acceptance of service from HUB constitutes approval by the customer of these rules and regulations but in no case shall they relieve any other existing or prior obligations.

Responsibility

All rules and regulations for the health and safety of customers, as well as electrical inspections are given for guidance, and HUB will not be expected to enforce or be responsible for their application or use. All electrical wiring done by customers, or their contractors should be installed by the standards of the National Electrical Code and the State of Tennessee - Department of Commerce and Insurance. It is the responsibility of the State Deputy Electrical Inspector to inspect customer wiring to determine if it is installed according to standards and if it is safe to be connected to the utility electrical power source. HUB reserves the right to refuse service if not approved by the State or if the installation for hook-up is not installed in the proper location and by the standards established by the same. HUB accepts no responsibility for damages to property or bodily injury where violations occur. These rules and regulations are subject to change without notice when approved by the Board.

1. Information to Customers

- a. Information about rates and service policies is given to customers when they apply for service and upon request. Requests for information may be made in person at the Harriman Utility Board (HUB)'s office (200 N. Roane St., Harriman, TN 37748), by phone or mail, or via our website at www.hub-tn.com.
- b. Information may include but not be limited to the following:
 - Current service practice and meter policies.
 - Current rates.
- c. Customers shall be notified of the availability of service policies, meter policies and rate information by public displays, radio, newspaper, or mail.
- d. All retail rate actions initiated by HUB will be communicated to the public via its website, www.hub-tn.com.
- e. Customers may at any time request a twelve-month history of consumption. This will be provided upon verification of identity.

2. Applying for Service

- a. When applying for electrical service, the Customer must complete and sign a formal application. If a customer cannot come into HUB's office to complete the application, it can be faxed, mailed, or e-mailed to them. If the application is not signed in HUB's office, the Customer's signature must be notarized. A photo I.D. and one other type of I.D must be provided. If renting, customers will need to show their lease agreement. The lease should show the date, name of renter, location of the property, landlord's phone number, and be signed by the landlord. If the Customer is the homeowner, they will need to provide the deed, sales agreement, or tax papers. A security deposit is required in many cases and is based on a credit inquiry through third-party verification. For more information regarding the security deposit, please refer to the Residential Deposit Policy and Commercial Deposit sections of the Rules and Regulations.
- b. If the Customer is applying for new service for a house or mobile home, whether temporary or permanent, in Roane and Morgan Counties, they must bring their building permit which is available from the Building Inspector's Office.
- c. If the Customer is applying for service to a dwelling or building which has had prior service and does not require a state inspection, HUB will try to have utilities turned on the following business day.

- d. Before installing any wiring or equipment, customers will need to meet with a representative from HUB's Engineering Department to discuss service arrangements and to have their meter base location spotted. This policy must be adhered to if customers wish to prevent unnecessary expense.
- e. When the wiring is installed in a new dwelling or building and before it is concealed, customers will need to get a rough-in inspection. When the Customer is ready for permanent service, they will need to plan for a final inspection. After all fees have been paid, rights-of-way cleared, and inspections made by the State Deputy Electrical Inspector, service will nominally begin within 2 to 5 days depending on the weather and other scheduled work.
- f. As a homeowner, customers are allowed to obtain one wiring permit per year. Permits can be applied for through HUB, or online via the State of Tennessee.

3. Harriman Utility Board Meter Policy

- a. It is mandatory that the main breaker be off when HUB turns on electrical service, (this also applies if services have been turned off for non-payment). Also, all water must be turned off inside the home for HUB to turn on water service at the meter.
- b. If the Customer's main breaker is not off, services will not be turned on. Any additional trip made to turn services on will result in a \$50.00 charge during normal business hours or a \$150.00 charge if it is after business hours.
- c. All meter tampering will result in a tampering fee of \$250.00 plus labor and material. Electric accounts will also require the application for and purchase of an electrical permit and must pass inspection by the State Deputy Electrical Inspector.
- d. Utility meters are the property of HUB. As such, and by Tennessee State law, HUB must have access to the meters at all times.
- e. It shall be the responsibility of the Customer to provide ready access to the meter location clear of any obstruction:
 - Meters shall not be covered with trash, brush, building materials, anything that restricts the utility worker's access, or shrubbery planted in such fashion as to restrict direct access by utility workers.
 - No existing meter shall be enclosed in an addition such as a garage or room. No deck or other covering shall be built over an electric meter without at least five (5) foot of head room from ground or floor level to bottom of deck or covering. No deck or covering whatsoever shall be built over any gas or water meter.

- Customers who choose to have metered property that is restricted by locked devices must agree to let HUB have locks installed or provide a key to gain entrance.
 - No menacing animal of any kind shall be tethered in such a fashion as to allow them to threaten utility workers in any way. This includes meters that are located inside fenced areas that have animals loose within the fenced area. These animals must be restrained away from the meters even if they are inside the fence.
 - HUB management or supervisory personnel will make the determination if an animal is considered a threat.
- f. If for any of the above reasons, the meter cannot be accessed during the normal course of business, HUB will take the following steps at its discretion:
- In the first instance the Customer's reading will be estimated.
 - If the Customer Service Representatives repeatedly have trouble accessing a customer's meter, a notice will be sent from HUB that service will be disconnected in ten days if satisfactory arrangements are not made.
- g. HUB must be notified if Customer has solar panels or generators installed.
- h. Defective Meter Bases:
- Any meter base found to be defective, and energized, will be reported to the Electric Superintendent via the Field Representative. This includes any meter base that (in the estimation of the Field Representative) is found to present current or potential hazards due to faulty locking devices, loose weather mast/head, disrepair, and/or exposed wiring.
 - If the base has exposed, energized wiring, HUB will have service disconnected at the pole, and leave written notice requesting that the Customer contact HUB for further instructions.
 - If the base poses an imminent hazard due to disrepair, but does not exhibit exposed, energized wiring, HUB will notify the Customer of a date and time when service will be disconnected if repairs are not completed.

4. Residential Deposit Policy

- a. All customers applying for service will have a credit history check via third-party verification. This verification will be performed by a national company providing credit history information to the utility industry for the purpose of setting and collecting deposits. HUB will not accept Letters of Credit from previous service providers as waivers for deposits.
- b. Deposits will be required as follows:
- Customers with a **green** rating will pay no deposits.

- Customers with a **yellow** rating will pay the following deposits:
 - o Electric: \$100.00
 - o Gas: \$100.00
 - o Water: \$50.00
 - Customers with a **red** rating will pay the following:
 - o Electric: \$150.00
 - o Gas: \$150.00
 - o Water: \$75.00
- c. Customers who refuse to supply proper personal information to proceed with the credit history report will pay deposits based on the red rating schedule.
- d. All deposits required must be paid in full at the time of application for service. There are no installment payments allowed on any deposits.
- e. After twenty-four months of payment history, HUB may approve return of deposit upon customer request provided the following conditions apply:
- Customer's account with HUB is current.
 - Customer has had no more than three late payments in a twenty-four-month period.
 - Customer possesses a current "green" rating via a third-party verification entity.
- f. Deposits will be applied to the final bill when a customer requests termination of their services. If the final bill is less than the deposit, the balance will be refunded to the customer.
- g. Customers transferring from one service location to another will have the deposit on file transferred to the new service location. If the deposit on file is not sufficient to meet the deposit requirements at the new service location, the Customer will be required to pay the additional deposits before the account can be transferred to the new service location. Customers adding service or substantially changing their service will also be required to post deposits according to this rule.
- h. In no case will the residential deposit exceed two times the highest monthly bill.

5. Commercial Deposits

- a. All commercial deposits are set by the Customer Service / Credit Manager.
- b. Commercial deposits are calculated by multiplying the highest bill in the previous twelve (12) months by two (2). Where no billing history is available, the deposit will be estimated based on projected demand and energy loading for the Customer.

- c. Commercial deposits are not refundable until service is terminated, and the final bill is paid. Commercial deposits can be made in any of these ways:
 - CD: It must be made out to "Company or person and Harriman Utility Board/or Harriman Utility Board". Example: "ABC Co. and Harriman Utility Board/or Harriman Utility Board".
 - Guaranteed letter of credit from a bank.
 - Guaranteed insurance utility bond from insurance company.
 - All commercial deposits \$500.00 or less must be paid directly to HUB.

6. Interest on Deposits

- a. HUB will pay interest on deposits if the deposit is greater than one month's average bill, and the deposit has been in place for more than twelve months.
- b. Interest shall accrue and be credited annually.
- c. The interest rate earned on the deposit shall be comparable to the annual rate of HUB's primary bank account.
- d. Deposit balance including earned interest, as well as the adequacy of such deposit shall be subject to review by the Customer and Distributor.
- e. Deposit and interest shall be accounted for and credited to the customer's bill upon termination of service.

7. Billing

- a. Meters are read and bills are generated on a monthly basis. After the bills are mailed the customer has 15 days to pay the bill and only pay the net amount.
- b. The bill is due and payable at the time of mailing. HUB allows the customer to pay a net amount by the 15th day to allow for mail delivery and to encourage customer to pay the bill in a timely fashion.
- c. On or after the 16th day the Customer must pay the gross amount. The gross amount is the net bill amount plus a 5% late fee. For residential accounts only and at its sole discretion, HUB may waive the late fee if (a), the Customer has no history of late payment in the last twelve (12) calendar months, and (b), HUB determines that waiving the fee will allow the customer to bring their account to date before the next billing due date. All bills will have the statement, "due date does not apply to past due balances".
- d. Disconnect notices will be generated twenty days after the bill is mailed out.

- e. The twenty seventh day after the bill is mailed out is the cutoff date and all accounts with unpaid balances should be cut on this, or the next available business day. HUB will not accept any responsibility for damages due to the interruption of service after the disconnect date.

8. Disconnection Policy for Non-Paying Customers

- a. HUB will conduct disconnections for non-paying customers on the twelfth day after the bill is due, or the next business day following it.
- b. Each bill will have the due date and a note on the bill informing the customer that they will receive an automated phone call reminder if the bill is not paid within five days of the due date. The automated phone call will make two attempts to reach the customer.
- c. The phone call will inform customers that their account will be subject for disconnect seven days later if it is still unpaid, or no payment arrangements have been made.
- d. The phone call will also give the phone number for customers to call for bill disputes and payment arrangements.
- e. It is the customer's responsibility to keep their phone number up to date with HUB.
- f. Customers may avoid disconnection by requesting a payment arrangement within six days of the first automated phone call they receive. If a customer has requested an extension and the payment is not made, they are subject to disconnection on the following business day. See Section 25, "HUB's Payment Arrangement Policy".
- g. In addition to automated phone calls, HUB customers will receive a "postcard", mailed to their address of record and indicating actual disconnect date, sent one working day after the due date on the account.
- h. Customers may avoid the notice by requesting a payment arrangement before the five days are up. If a customer has requested an extension and the payment is not made, they are subject to disconnection on the following business day.
- i. Disconnects are worked Monday through Thursday. There are no disconnects for non-pay customers after 4:00 P.M., on Fridays, or on special holidays.
- j. After a customer is disconnected for nonpayment, the past due amount and all reconnect fees must be paid, and main breaker must be turned off before 4:30 P.M. on business days for the Customer to be reconnected on that day. The payment may be made in the HUB office, by phone, or online. There will be no re-connections after business hours.
- k. The disconnected account will be closed on the 14th day from the date of disconnect if it

has not been paid to reconnect.

9. Temperature Restrictions on Disconnection Policy for Non-Paying Customers

- a. HUB will not perform cutoffs of accounts for non-payment of utility bills under the following conditions:
 - If the predicted low for the night is to be below 32 degrees Fahrenheit.
 - If the predicted heat index for the day is to be above 105 degrees Fahrenheit.
- b. HUB will use the predictions from the National Weather Bureau station at Morristown TN, to decide when these conditions apply.
- c. Each customer may only receive two extensions in a twelve-month period based on weather conditions.

10. Medical Restrictions on Disconnection Policy for Non-Paying Customers

- a. Customers who have medical equipment that requires electricity may bring in a statement from their doctor. The statement must be signed by the doctor and state that the customer has a life-threatening condition that requires the use of this equipment.
- b. These customers will be given thirty (30) days from the date of disconnect notice to pay their bill up to current.
- c. If after thirty (30) days, the bill is not paid, HUB will disconnect service.
- d. Each customer may only receive two extensions in a twelve-month period based on medical hardships.

11. Termination for Tampering

- a. Tampering with any meter is against the law in the State of Tennessee. Any location where there is evidence of tampering will be reported to the proper legal authority. Pictures will be made for the records of HUB and then the authorities will be called. At this point a legal investigation will be pursued by an investigating officer.
- b. All accounts found to have been tampered with will be cut off immediately.
- c. A meter tampering fee that includes material and labor will be charged to the account. The line crew is required to cut the service at the pole or at the weather head. All cases of tampering will require the meter base to be inspected by the State Electric Inspector before service is restored.
- d. This inspection must be performed even if the only evidence of tampering is a cut seal.
- e. An electric permit must be purchased and pass inspection from the State before services

are allowed to be reinstated.

- f. All fees, inspections, and calculated usages must be paid before service is restored.

12. Disconnection for Non-Pay Charges

- a. The first time (and every time thereafter) a customer is disconnected for non-payment, a Reconnect Fee, and their past due amount must be paid for reconnection.
- b. The third time in a 12-month period, the Customer must (in addition to charges under "a.") increase their deposit to double the maximum level (red rating).

13. Termination of Service

- a. Customers with an existing account that wish to terminate service must provide a photo I.D. and sign a termination form. If the Customer cannot come in the office, HUB can mail, fax or e-mail the termination form to the Customer. The completed form must be notarized and sent back to HUB.

14. Interruption of Service

- a. Distributor will use reasonable diligence in supplying utility 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 or pressure, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

15. Billing Disputes

- a. At any time, customers of HUB have the right to dispute the amount of their bill. This may be by written or verbal contact. The dispute may be as simple as requesting confirmation of the readings of the meter the bill is calculated by. At such time HUB will make every effort to investigate the questions of the Customer.
- b. The following steps will be taken to try and settle the Customer's dispute :
 - HUB will visit the service address and re-read the meter to verify the meter was read correctly the first time. The Customer must pay a \$25.00 meter recheck fee for this verification. If the first reading was incorrect, the fee will be credited back to the Customer's account. The Customer Service Representative will leave

a notice at the door explaining to the Customer what the findings were the second time the meter was read.

- If the reading was correct, the Customer can request that the meter be tested. HUB will remove the meter and replace it with another meter while the testing is being done.
- It will be explained to the Customer that they must pay a \$25.00 test fee. However, if the meter test shows the meter not to be operating correctly, then the Customer's account will be adjusted by the information shown by the test, and the test charge will be credited back to their account.
- Electric meters shall be tested on a test board at HUB's location.
- After a customer disputes a billing charge, no other action will be taken to collect the bill until the required re-read or meter test has been completed.
- Distributor will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. HUB will make additional tests or inspections of its meters at the request of the Customer for a standard testing charge. 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 to the Customer's bill, and HUB's standard 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 to the Customer's bill over a period not to exceed ninety (90) days prior to date of such test, and cost of making test shall be borne by Distributor.
- If the Customer requests a meeting with the HUB General Manager, it will be the responsibility of the Customer Service Manager or their designee to ensure that a meeting is set up at a time which is convenient for the General Manager and the Customer.

16. Harriman Utility Board Fees

a. The following details fees charged by HUB:

New service connection	\$ 25.00 each meter activated
Meter recheck/test fee	\$ 25.00
Returned payment fee	\$ 30.00
Call-out fee (normal business hours)	\$50.00
Call-out fee (after normal business hours)	\$150.00
Reconnect fee	\$ 50.00
Trip charge	\$ 50.00
Meter Tampering Fee	\$ 250.00 plus material and labor
Security light installation fee	\$ 25.00
High-Risk Deposits	
Electric	\$ 150.00
Gas	\$ 150.00
Water	\$75.00

17. When Services are Activated

- a. HUB will make every effort to connect existing services on the following business day after date of application. All new construction must have passed necessary State inspections and the inspection paperwork must be turned in to HUB before lines can be connected and meters placed. Once these steps are complete, HUB will make every effort to have services connected the following business day.
- b. The Customer must have the main breaker turned off before HUB will install a meter. When having gas turned on, it will be the responsibility of the Customer to have someone at the location at the time the gas is turned on. This is a safety consideration for the Customer, the property, and HUB's employees should there be a gas leak. It is also the responsibility of the Customer to make sure there is no water turned on inside the home. We allow approximately ten gallons of water to run, and if the meter continues to spin, we will turn the water back off. This is to avoid a possible leak from damaging the home.
- c. Exact appointment times cannot be made for services to be turned on. If the main breaker is left on, no one is present for gas to be turned on, or if the water meter keeps spinning there will be a charge for HUB to make a second trip.
- d. In the event no one is present representing the customer, HUB technicians may unlock the water and gas meters.

18. Name Changes

- a. Name changes may be done free of charge in the event of an account holder's death. The person who inherits the property or is the executor of the estate must apply for a name change in our office. They must provide documentation proving they have control of the property and the Customer's death certificate or an obituary.
- b. In each instance, the Applicant must also provide all the required information for applying for service.

19. Call-Outs

- a. A \$50.00 call-out fee will be charged if HUB personnel are dispatched to a property for a problem that is customer-related during normal business hours.
- b. A \$150.00 call-out fee will be charged if HUB personnel are dispatched to a property for a problem that is customer-related outside of normal business hours.

- c. The Customer must agree to the above charges before HUB personnel are dispatched to a property.
- d. Customers will not be charged Call Out Fees for reporting power outages or suspected gas leaks.
- e. If the source of the problem is determined to be related to or caused by HUB lines, equipment or personnel, there will be no charge to the Customer.

20. Removal of Electric Service

- a. The Customer must come into the HUB office to request a removal of electric services, including the following:
 - Meter, Wires, or Poles.
 - Transformer Security Light/Pole.
- b. The Customer must provide the proper documentation showing that they own the property to include:
 - Picture ID.
 - Account must be in their name.
- c. A removal order is created and given to the Electric Department along with a requested time/date for removal.
- d. A final bill will be generated and sent to the Customer once the work has been completed.

21. Electric Service Upgrades or Repair (Cut Loose)

- a. If electric service needs to be temporarily disconnected (cut loose) due to a customer upgrade/repair or damage related to a storm, the Customer must contact the HUB office.
- b. Scheduled Upgrade or Repair:
 - If a scheduled upgrade or repair, the Customer must come to the HUB office to purchase a wiring permit and contact the Electric Department to schedule a time for the service to be cut loose.
 - Once work is completed, the Customer must again contact the Electric Department to have power restored during normal business hours.
 - If a scheduled upgrade or repair, and the work has not been inspected, and HUB has restored power, the Customer will have 10 days to have the work inspected. If the inspection has not been completed within 10 days, electrical service is subject to be disconnected until the work has been inspected.

- c. Storm Related Damage:
 - If damage related to a storm, and the repairs have been made, the Customer will have the option to sign a liability release waiver to have their power restored.
 - If they sign the release waiver, the Customer will have 10 days to purchase a wiring permit and have the work inspected.
 - If the inspection has not been completed within 10 days, electrical service will be disconnected until the work has been inspected.

- d. Fire Damage:
 - In all cases where electrical service has been disconnected at the request of the Customer or the Fire Department due to fire, service will not be reconnected without an inspection.
 - Customers or their contractors requesting reconnection of electrical service will not be allowed to sign liability waivers to reconnect service prior to inspection.

22. Electric Permits

- a. HUB will sell electric permits in accordance with Tennessee State Law. Governing regulations and additional information can be found at: <https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-01.20190918.pdf>

23. Meter Tampering Definitions

- a. Tamper means to, "rearrange, injure, alter, interfere with, or otherwise prevent from performing a normal or customary function." With respect to the provision of utility (electric, natural gas, water, and wastewater) service, no one shall:
 - Divert service.
 - Prevent any meter or other device used in determining the charge for service from accurately performing its measuring function by tampering or by any other means.
 - Tamper with any property owned by or used by HUB to provide service.
 - Connect or reconnect with property owned or used by HUB to provide service without the authorization or consent of HUB.

- b. No one shall do anything which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on a meter without the written permission of HUB. No one shall install any wires or other device which will cause service to pass through or around a meter without the passage of such service being registered fully by the meter.

- c. All metering equipment will be sealed by HUB for protection. No one, except authorized HUB employees, HUB contractors or agents, shall cut, break, or otherwise remove a HUB seal on meters or metering equipment.

- d. HUB will assess Revenue Protection and Recovery Charges against any person who tampers with or damages any system equipment, including but not limited to meters or any device used to measure utility service to a premise.
- e. Tennessee state law (TCA 65-35-101 et.seq.) addresses fraud, theft, or destruction of property of public utilities in the state. TCA 65-35-104 provides that any person violating the provisions of TCA 65-35-102 ("prohibited Acts") is liable civilly for damages resulting from such violation, including actual, compensatory, incidental, and punitive damages, which is three (3) times HUB's estimated loss of revenue plus reasonable attorneys' fees and costs associated with such loss. In the event HUB brings a civil action in any court of appropriate jurisdiction against any person violating any of the acts prohibited by TCA 65-35-102, and upon a finding by the court that said person violated TCA 65-35-102, HUB shall also assess against said person the level of damages determined by the court.
- f. In the absence of an identifiable tenant, the owner of any premises may be presumed to be the occupant of such premises for purposes of these service procedures and HUB's remedies for service tampering.
- g. The current charges related to utility service tampering is \$250.00 plus material and labor.

24. Returned Payments

- a. HUB will notify customers of any returned payment and advise on appropriate procedures to make payment and avoid disconnection.
- b. A fee of \$30.00 is added to all returned payments and must be paid along with the payment in the time period given.
- c. Any new account for which a deposit was paid by the Customer and then returned by their financial institution will be subject to disconnection policies as detailed in Section 8.
- d. Any payment received back that is marked "closed account", "stop payment", or "disputed", will be subject to disconnection policies as detailed in Section 12.
- e. Any account for which a payment is issued to prevent disconnection, or to have utilities restored after disconnection for non-payment, will be given one business day notice for disconnection.
- f. Payments returned for insufficient funds that are for a regular one-month bill will be subject to disconnection policies as detailed in Section 12.
- g. All returned payments must be satisfied in the form of cash, money order, or cashier's check.
- h. There will not be any extensions or payment arrangements given on the time limit for

returned payments.

- i. Any account that has two returned payments in a twelve-month period will be placed on cash only. This will stay in effect for a period of two years.

25. Payment Arrangements

- a. Payment arrangements are intended to help customers that occasionally have trouble or unexpected hardships, not serve as a means of "managing" recurring trouble in meeting billing due dates.
- b. Customers must request an extension within **11** days after their due date. No arrangement shall extend beyond the customer's next regular billing due date.
- c. The entire amount of the arrangement must be in the Utility Board's office no later than 4:30 p.m. on the date of the extension.
- d. No extensions will be granted on any customer's disconnect day if the disconnect orders have already been sent out.
- e. No arrangements will be made out in the field at the time of disconnection.
- f. Customer Service Representatives cannot take cash payments in the field.
- g. No more extensions will be given after two payment arrangements in a 12- month calendar year.