

MONROE COUNTY ELECTRIC POWER ASSOCIATION

SERVICE PRACTICE RULES

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RULE 1 DEPOSITS

1.1 Residential Customers

The amount of deposit required prior to the establishment of residential electric service is based on a customer’s credit risk as measured by The Monroe County Electric Power Association’s (Association) credit risk assessment of information obtained from third party credit bureaus or providers of such credit reports or data and additionally from actual experience as a customer with the Association.

Should any customer refuse to take part in the credit review process or fail to provide sufficient information to accomplish the same, they shall be deemed to be a High Credit Risk.

1.1.1 Amount of Deposit for Activation of Service

The deposit amount will be based on the customer’s credit risk as follows:

CREDIT RISK	ONLINE UTILITY EXCHANGE	DEPOSIT AMOUNT
Low	Green	\$100.00
Moderate	Yellow	\$200.00
* High	Red	\$300.00
** Extreme		Maximum Two Times Highest Monthly Bill

* The deposit amount for the High Credit Risk level is based on two times the monthly residential class average with reductions for the Low and Moderate Risk levels.

** A customer will be deemed to be an Extreme Credit Risk, regardless of their credit score or data, should they have a prior unpaid balance with the Association or a history of disconnection for nonpayment or theft of service.

In the event a customer is deemed to be an Extreme Credit Risk, the customer’s deposit amount will be determined based on usage (either estimated or historical) and shall be two times the highest monthly bill. If said deposit is greater than \$300.00, the customer will be billed installments of \$50.00 per month for the amount in excess of \$300.00, if applicable, until the maximum

deposit of two (2) times their highest monthly bill is reached (estimated or actual billing history).

1.1.2 Additional Deposit for Current Customers

A customer will be deemed to be an Extreme Credit Risk, regardless of their credit score or data, should they be disconnected from service with the Association for non-payment on more than two (2) occasions during any twelve month period or should they engage in the theft of electric service. In the event said customer is disconnected for non-payment on more than two (2) occasions during any twelve month period or theft of electric service, and they request reactivation of their account, their credit risk will be deemed to be at the Extreme Risk level and they will be billed an additional deposit amount of \$50.00 per month, if applicable, until the maximum deposit of two (2) times their highest monthly bill is reached.

1.1.3 Re-establishment of Service

Any applicant who previously has been a customer of the Association and whose service was discontinued for non-payment of bills or theft of electric service shall be required to pay all amounts due the Association before electric service may be re-established.

1.1.4 Installment Plan

Customers with residential hardships may request to negotiate installment payments for deposits. The full deposit must be paid in full within 65 days from the date electric service commences. Requirements for installment payments for a residential hardship include a certified victim of domestic violence, a certified medical illness or any other hardship that the Association deems appropriate.

1.2 General Power Customers

1.2.1 Amount of Deposit

For general power customers, a deposit of twice the highest estimated monthly bill will be required.

1.2.2 Written Guarantee in Lieu of Deposit

A Surety Bond or an Irrevocable Letter of Credit, in forms acceptable to the Association, may be accepted in lieu of cash for deposits of \$1,000 or greater. A guaranteed arrangement for keeping the Surety Bond or Irrevocable Letter of Credit in force must be agreed upon.

The Surety Bond, Irrevocable Letter of Credit or financial institution shall be subject to the approval of the Association. It shall be in the form approved by the Association and shall specifically provide that it shall not be cancelled or otherwise rendered ineffective by the principal, the surety, the Member or the financial institution thereof except upon thirty (30) days prior written notice to the Association.

Failure to have a valid Surety Bond or Irrevocable Letter of Credit in force and effect shall be considered a breach of contract and the Association shall be entitled to any remedy as otherwise provided, but specifically including the right to immediately terminate electric service.

1.3 Re-evaluation of Deposit

The Association reserves the right to re-evaluate the adequacy of a deposit and/or the credit risk of the member and adjust the amount of the required deposit to the amounts referenced in rule 1.1.1 for residential customers and rule 1.2.1 for general customers. A customer may request that the adequacy of a deposit, including accrued interest, held by the Association for at least twelve (12) months, be reviewed. Any review initiated by the customer is limited to once per year and any cost or fees associated with the review shall be borne by the customer.

1.4 Interest on Deposits

Interest will accrue on a cash security deposit held on an active billing location longer than twelve (12) months. The interest rate the Association earns on its primary checking account will be used to calculate the amount of interest applied to each deposit. The accrued interest shall be credited to the customer's bill once per calendar year or upon return of the deposit to the customer.

1.5 Refunds of Deposits

The deposit, plus accrued interest, will be credited to the customer's unpaid bills or other charges upon termination of electric service. Any deposit amount in excess of any unpaid bills and charges shall be refunded to the customer.

1.6 Unclaimed Deposits

A record of each unclaimed deposit will be maintained for at least five (5) years, during which time the Association shall make a reasonable effort to return the deposit. At the conclusion of this five (5) year holding period the unclaimed deposit will be submitted to the State Treasurer of Mississippi, Unclaimed Property Division.

RULE 2 BILLING

2.1 Bills

Bills will be rendered monthly by the Association. Failure to receive a bill will not release a customer from its payment obligations.

2.2 Net Payment Period

The standard net payment period shall not be less than 15 days after the date of the bill for residential customers or less than 10 days for other classes of service.

2.3 Late Payment Fees

Bills that are paid after the due date on the billing statement provided shall be subject to an additional charge of 5% for residential customers. The penalty for general power customers is 5% for the first \$500.00 and 1% thereafter. Should the due date fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for payment to be received.

2.4 Late Notices

The customer has approximately 2 days after the due date to pay the gross amount before a disconnect notice is mailed stating the amount due and the date the service will be disconnected (10 days after due date) if the gross amount of the bill is not paid. Any bill over \$15.00 that is not paid will receive a disconnect notice. As soon as possible after the date on the disconnect notice, service may be discontinued as set out in the “Disconnection of Service” section herein.

RULE 3 DISCONNECTION OF SERVICE

3.1 Disconnection of Service

The Association may refuse to connect or discontinue electrical service for the violation of any of the Schedule of Rules and Regulations, the Schedule of Rates and Charges, the bylaws of the Association, the Application of Membership or the terms of the Power Contract with the customer. The disconnection of service by the Association for any reason stated in this rule does not release the customer from the obligation for any amounts due to the Association, including the payment of minimum bills as specified in contracts.

3.2 Disconnection by Customer Request

3.2.1 Customer’s Request

Any customer desiring to disconnect electric service from the Association shall make such request known either orally or in written form indentifying the customer, the service location where disconnection is desired, and the date service is requested to be disconnected.

3.2.2 Disconnection

Following receipt of the customer’s request for disconnection of electric service, the Association shall disconnect service. Where practicable, the Association will endeavor to disconnect service on the date requested by the customer, however, the Association shall not be obligated to make such disconnection earlier than the second full business day following receipt of the customer’s

request. The customer shall be responsible for all energy used until the actual moment of disconnection, regardless of date.

3.3 Disconnection by the Association

3.3.1 Non-payment of Bill

If payment is not received 10 days after the due date on the bill, the Association may discontinue service after providing a separate written notice by mail to the customer informing the customer of the electric service disconnection, the date of the disconnection and the available rights and remedies to dispute the bill with the Association, including the Association telephone number (662-256-2962). No further notice will be provided before electrical service is disconnected.

3.3.2 Reconnection of Service Due to Non-payment

Payment in full (including late fees, any collection charges and reconnection charges) will be required before service is restored. An additional deposit amount may also be required as stated in Service Practice Rule 1.1.2. Electrical service will not be restored for non-payment between the hours of 10:00 p.m. and 8:00 a.m.

3.3.3 Waiver of Default

Any delay or omission on the part of the Association to exercise its right to disconnect electric service, or the acceptance of a part of any amount due, will not be deemed a waiver by the Association of such right if the customer continues to be or again becomes non-compliant with payment rules or policies.

3.3.4 Other Reasons for Disconnection of Service

3.3.4.1 Disconnection without Reasonable Notice

The Association may disconnect any electric service **without reasonable notice** for the following:

- 1) Failure or refusal or an attempt to defraud the Association when making application for service in accordance with the Rules and Regulations in the customer's legal name.
- 2) Fraudulent representation as to the use of electric service or unauthorized electrical connections by the customer.
- 3) For the theft of services or the appearance of theft devices on the customer's premise.
- 4) Discovery of diversion of current.
- 5) For safety reasons or to be compliant with any federal, state, city or county regulations that require disconnection for safety reasons.
- 6) For repairs or emergency operations required by the Association.
- 7) Unauthorized or negligent use of Association equipment that adversely affects the Association's service to other customers.
- 8) Shortage or interruption of the Association's source of supply.
- 9) When necessary to protect the Association from theft, fraud or abuse.
- 10) Upon cancellation of electric service or vacating premises by the customer.
- 11) By order of appropriate state or federal authority.
- 12) For returned check or disputed credit card payment presented for payment on an account under an agreed upon payment arrangement or other past due scenario where notice has previously been given to the customer.
- 13) For returned check or disputed credit card payment presented for establishment of the customer's account that may include membership fee, deposit, and other applicable fees and charges.
- 14) For the failure to renew any applicable bond or letter of credit.

3.3.4.2 Disconnection with Reasonable Notice

The Association may disconnect any electric service **with reasonable notice** for the following:

- 1) Failure or refusal to pay for service rendered including any late charges and additional applicable fee.

- 2) Failure or refusal to perform any obligation under the terms of the Application for Membership or the Association's Rules and Regulations or bylaws.
- 3) Refusal to provide safe and reasonable access to the Association's equipment.
- 4) Failure to install meter base on an outside wall of the structure being served to permit safe access to the meter at all times.
- 5) Where there is more than one residence or business served by one (1) meter.

The reasons listed above are not intended to be all inclusive, but to provide guidance in the interpretation of this Service Practice Rule.

3.4 Postponement of Disconnection for Non-payment

3.4.1 Extreme Weather

Disconnection for non-payment of bills for residential customers shall be postponed if, as of 8:00 a.m. on the scheduled disconnection day, a Freeze Warning or an Excessive Heat Warning has been issued by the National Weather Service for the county of the scheduled disconnection. Where disconnection is postponed due to an extreme condition, the postponement will not extend beyond the extreme weather condition.

3.4.2 Medical Necessity

Upon receipt and approval of the Association's Medical Form for Certification of Use of Life-Sustaining Electric Device, disconnection of service will be postponed for 30 days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements. The Medical Form for Certification of Use of Life-Sustaining Electric Device must be completed by a medical doctor or nurse practitioner licensed to practice in the state of Mississippi or any contiguous state 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. 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. The Association will only grant this 30 day postponement for termination two (2)

times during any a twelve month period. The Association may grant this postponement of termination for two consecutive 30 day periods (total of 60 days) at the request of the customer. If full payment of the past due amount, including all late fees, is not received by the end of the postponement period, electric service will be disconnected without further notice.

3.4.3 Assistance Agencies

Upon approval for Low Income Home Energy Assistance Program (LIHEAP) benefits in an amount equal to the delinquent balance, disconnection of residential electric service will be postponed for 30 days from the original scheduled disconnection date. Notice of approval must be given to the Association prior to date of disconnection. If full payment of the past due amount is not received by the end of the 30 day postponement period, electric service will be disconnected without further notice.

3.5 Liability for Disconnection of Service

The Association shall not be liable for any damages of any kind or character resulting from discontinuance or disconnection made pursuant to these Service Practice Rules.

3.6 Effect of Disconnection of Service

3.6.1 Customer's Obligation

The disconnection of electric service by the Association for any cause as stated in these Service Practice Rules does not release the customer from the obligation to the Association to pay for service availability, energy received or charges specified in any existing contract or policy.

3.6.2 Association's Rights

Disconnection of electric service shall not reduce, diminish or eliminate any legal right or remedy accruing to the Association on or before the date of disconnection, nor shall disconnection operate as a waiver of any legal right or remedy. Failure of the Association to disconnect electric service at any time after default or breach of these Service Practice Rules or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the

Association's right to resort thereafter to any one or more of such remedies for the same or any default or breach by the customer.

RULE 4 INFORMATION TO CONSUMERS

4.1 CUSTOMER'S ENERGY CONSUMPTION

Upon request by the customer, the Association will make available a customer's energy consumption data for the prior 12 months' period.

4.2 SCOPE

The Schedule of Rules and Regulations is a part of all contracts for receiving electric service from the Association and applies to all service received from the Association, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of the Association's Schedule of Rules and Regulations together with a copy of the Association's Service Practice Rules and Schedule of Rates and Service Fees, which was approved in a public Board of Directors' meeting of the Association, shall be kept open to inspection at the office of the Association located at 601 North Main Street, Amory, MS 38821, or found on our website – www.monroecountyelectric.com. The aforementioned information will also be made available upon application for electrical service, and at any time upon request. All retail rate actions initiated by MCEPA will be communicated to the public via the website – www.monroecountyelectric.com.

**MEDICAL FORM FOR CERTIFICATION OF
USE OF LIFE-SUSTAINING ELECTRIC DEVICE**

OFFICE USE ONLY

ACCOUNT #: _____ ACCOUNT NAME: _____
Date Received: _____

PATIENT NAME: _____

PATIENT ADDRESS: _____

Medical Authorization

Physician is hereby authorized to furnish to Monroe County Electric Power Association (MCEPA), 601 Main Street North, P O Box 300, Amory, Mississippi, 38821, any and all information in your possession concerning the undersigned patient's physical condition, care, diagnoses, and treatment. The undersigned patient understands that treatment, payment, enrollment, or eligibility for benefits has not been conditioned on the signing of this authorization. The undersigned patient further waives all privileges and confidentiality, which may exist in the doctor/patient relationship or healthcare provider/patient relationship, so as to permit the release of all information desired by MCEPA. The undersigned patient further releases you and all other persons employed by you for all claims the undersigned patient may have or claim to have for any invasion of privacy by reason of your furnishing information to MCEPA. The undersigned patient further states that this medical authorization is to be considered by you to contain the core elements and required statements outlined in 45 CFR, Section 164.500, et seq. to allow you to disclose the requested information with MCEPA in compliance with the HIPPA Privacy Standards with respect to the disclosure of protected health information.

Date _____ **Patient**
Sworn to and subscribed before me, on this the _____ day of _____, 20_____.

Notary Public: _____ My Com. Ep. _____ (SEAL)

PHYSICIAN: PLEASE COMPLETE ALL PARTS. MCEPA WILL CALL TO CONFIRM.

I am a licensed physician in the State of _____. The above named customer is a patient of mine and is under my care and treatment at this time. I have personally examined the above named patient within the past 90 days. The above patient is suffering from the following medical condition:

(Type or Print)

The above medical condition requires the patient to use the following electric life-sustaining device:

(Type or Print)

In my opinion the termination of electrical service at the present time would result in an immediate life threatening condition for the above patient. My opinion is based upon a reasonable degree of medical certainty.

Physician Signature _____ **Print Name** _____ **Phone Number** _____
Sworn to and subscribed before me, on this the _____ day of _____, 20_____.

Notary Public: _____ My Com. Ep. _____ (SEAL)

CUSTOMER'S ACKNOWLEDGEMENT

I have been informed by MCEPA that this is only a temporary extension to pay my account and if my condition remains the same or worsens, then it is my responsibility to renew this form on or before 30 days. I acknowledge that it is my responsibility during this period to arrange for the transfer of the above patient to another location, in the event payment cannot be made.

I have been informed by MCEPA that MCEPA has the sole discretion to accept or deny this application for relief upon a life threatening condition for the above named patient.

Date _____ **Customer Signature**
Sworn to and subscribed before me, on this the _____ day of _____, 20_____.

Notary Public: _____ My Com. Ep. _____ (SEAL)