

TOMBIGBEE ELECTRIC POWER ASSOCIATION

Schedule of Rules and Regulations

For

Application and Administration of TEPA's Service Practice Policies and Procedures

Revised and Approved January 28, 2020

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Schedule of Rules and Regulations

For

Application and Administration of TEPA's Service Practice Policies and Procedures

(Revised and Approved by the Board of Directors October 8, 2015)

General Notes and Policy Details

These policy details shall apply to the TEPA Service Practice Policy(s) approved by the TEPA Board of Directors on October 8, 2015 to be applied for all new TEPA member transactions on or after January 1, 2016, ("implementation date").

This body of work shall apply in some applications where electric service has already been provided to existing members. It shall also be applicable for persons and business entities desiring to become members of the Association and to receive new electric service. This document is compiled so that policies and procedures are organized by rate or use classes in two (2) categories...RESIDENTIAL and GENERAL POWER.

Certain features or elements of this policy may apply to security deposits collected prior to the implementation date as approved from time to time by the Board of Directors.

These notes and policy details shall apply to security deposit requirements for residential and general power rate classes.

TEPA shall periodically review member security deposits and revise as appropriate to comply with the Service Practice Policy in force.

Policy details shall be carried out in conjunction with applications for electric service. Except for unusual circumstances, the membership and security deposit amounts shall be required to be paid to TEPA prior to the connection and receipt of electric service. Unusual circumstances, for example, may include certain definable hardships such as a certified victim of domestic violence, a certified medical illness, or any other hardship that TEPA deems appropriate. Customers with hardships may request installment payments for deposits. If installment payments are approved, the full deposit must be paid within 60 days from the date electric service commences.

All security deposits collected by TEPA pursuant to this policy implementation date and held for at least 12 months shall earn interest as defined by this Service Practice Policy. Interest shall accrue annually at a rate determined by the TEPA Board and aligned with TVA guidance. No interest will accrue or be paid on any security deposit until such time as the full security deposit amount has been collected. The interest rate utilized and the interest earned is based upon TEPA's annual rate earned for passbook savings and shall be paid at closure of the member account, or any time as directed by the TEPA Board of Directors. The deposit balance, including interest accrued, shall be subject to review periodically by the member in a manner and frequency at least annually as approved by the Board of Directors.

Residential

1. **Application for service:** Each prospective customer desiring electric service may be required to sign TEPA's (Tombigbee Electric Power Association) standard form of application for service or contract before service is supplied by TEPA.
2. **Deposits:** Residential customers who are applying to establish a new residential service after the effective date of these Service Practice Policies or who are applying to reestablish service following the application of a prior deposit to an account for nonpayment will post a deposit with TEPA as follows:

Residential:

- a. The amount of the required deposit shall be determined by the use of a credit check or financial risk evaluation service such as, similar or equal to Online Utility Exchange provided by Experion for determining an applicant's credit worthiness.
- b. The results of the credit review will be used to determine the amount of the deposit required from the applicant.
- c. Any applicant for electric service with a credit rating of "best" will be required to provide a \$60.00 security deposit.
- d. Any applicant with a credit rating of "average" will be required to provide a \$150.00 security deposit.
- e. Any applicant with a credit rating of "below average" will be required to provide a \$300.00 security deposit. If said applicant requests, such deposit may be paid with an initial deposit of \$150 and with the remaining balance payable to TEPA in no more than 60 days. Such installment payments shall be collected by being included on the new member's monthly electric bill over a two month period commencing after the first receipt of electric service.
- f. Notwithstanding certain applicant deficient payment history with TEPA (prior unpaid electric bills or other electric service related charges), the maximum residential security deposit shall not exceed twice the highest monthly bill based upon the average member energy usage within the residential class.
- g. If any applicant 1.) Refuses to participate in such credit review process, 2.) Has insufficient personal data for input to allow the credit evaluation process to determine a credit rating, or 3.) If no credit history exists; then the applicant's credit for the purpose of establishing a deposit amount shall be deemed to be "below average" and a \$300.00 deposit shall be required. See the preceding paragraph for installment options.
- h. Any member of TEPA may once during any calendar year, at their expense, request that their credit be reviewed by the above process to determine if they might be eligible for a different deposit tier. If such request is made and the member's credit had increased such member may request a refund of their posted deposit by credit to their monthly electric bill. However, if such member's credit has declined the applicable lower tier deposit shall be required to be paid in installments over the following two months by inclusion upon the member's monthly electric bill.
- i. Any Applicant whose service is discontinued more than two times during any twelve month period shall be considered "below average" credit and shall be required to post the required deposit for such classification.

3. **Point of delivery:** The point of delivery is the point, as designated by TEPA, on customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer at no expense to TEPA.

4. **Customers wiring standards:** All wiring of customer must conform to TEPA's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.

5. **Inspections:** TEPA shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with TEPA's standards; but such inspection or failure to inspect or reject shall not render TEPA liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of TEPA's rules, or from accidents which may occur upon customer's premises.

6. **Underground service lines:** Customers desiring underground service lines from TEPA's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by TEPA on request.

7. **Customer's responsibility for TEPA's property:** All meters, service connections, and other equipment furnished by TEPA shall be, and remain, the property of TEPA. Customer shall provide a space for and exercise proper care to protect the property of TEPA on its premises, and, in the event of loss or damage to TEPA's property arising from neglect of customer to care for same, the cost of the necessary repairs or replacement shall be paid by customer.

8. **Right of access:** TEPA's 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 TEPA.

9. **Billing:**

A. **Notice of Billing:** Bills will be rendered monthly and shall be based on a 28-32 day meter reading cycle. Bills shall have a fifteen (15) day net due date, and shall be paid within fifteen (15) days from the date of the bill. The net due date will be printed on bill received by member. Failure to receive a bill will not release a customer from its payment obligations. Should bills not be paid by the due date specified on the bill, late fees shall be added and service may be discontinued as set out in the "Delinquencies and Termination of Service" section herein.

In cases of meter failure, fire or other event rendering meter readings unavailable, estimates may be used in the billing process.

B. **Delinquent Payments:** If full payment is not received by 7:00 a.m. on the next business day following the due date on the bill, the account shall be considered delinquent, and a late notice shall be mailed to the customer providing notice of the delinquency. No partial payments will be accepted on a customer's account. The late notice shall provide that if full payment is not made within ten (10) days from the "due date" of the late notice, disconnection procedures will commence. Such late notice shall also advise the customer of the procedure for contesting the accuracy of the bill. A fee of \$4.00 per late notice will be assessed to the late account.

C. Extension Procedure: A member may request an extension of additional time to pay a past due bill. The requested extension shall not result in an extension beyond the due date of the next bill. A member can request only one (1) extension in a twelve (12) month period.

Bills that are paid after the due date shown on the original billing statement shall be subject to an additional late fee of five percent (5%) of the amount of the bill for residential customers. Commercial/Industrial customers will be assessed a five percent (5%) late fee for the first \$500.00 and one percent (1%) late fee on the remaining amount over \$500.00.

10. **Discontinuance or Termination of service by TEPA:**

Termination of Service:

TEPA may discontinue electric service for the violation of any of these Residential Policies and Procedures of any violation of the Schedule of Rates and Charges or for failure to comply with the Bylaws of TEPA. TEPA may also discontinue electrical service to the member due to the theft of energy, or electrical or other service or based upon the suspicion of or appearance of theft devices 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. All electrical services will be discontinued to customers with past due accounts except as provided herein. The termination of service by TEPA does not release the customer from the obligation to pay all amounts due to TEPA, including the payment of minimum bills as specified in contracts.

A. Disconnection:

If full payment on the account is not received within the ten (10) day delinquency period set forth in Section titled Billing B, and if no extension has been granted on the account, power can be disconnected any time after that date. TEPA may not disconnect on weekends or certain holidays.

TEPA may disconnect service by utilizing a collection officer or by remote meter disconnection devices. If a collection officer is dispatched to a customer's account, a ten (10) dollar fee will be added to the account if employee collects payment from customer. TEPA will monitor disconnection status to insure no tampering has occurred.

B. Extreme Weather Postponement:

TEPA evaluates weather conditions in the county in which its customers reside from the National Weather Service ("NWS") through www.weather.gov. In the event that the NWS issues extreme weather warnings for either excessive heat warning or a freeze warning by 8:00 a.m. on the scheduled disconnect day, TEPA will temporarily postpone the disconnection of service of residential customers in such county scheduled for such disconnection due to non-payment, for the duration of such extreme weather warnings. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition as forecast by the NWS.

C. Medical Hardship Postponement:

If a customer or member of the customer's household has a medical condition such that discontinuation of electric service would create a life-threatening situation, the customer may request a temporary postponement of disconnection by submitting to TEPA a Certificate of Medical Emergency form as approved by TEPA (see attachment). Such form may be obtained from TEPA's office at either 1346 Auburn Rd, Tupelo or 813 West Main Street, Fulton, Mississippi. Upon TEPA's receipt of a properly completed Certificate of Medical Emergency form, disconnection of service will be postponed for up to thirty (30) days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements. The Certificate of Medical Emergency form must be completed by a medical doctor licensed to practice in the State of Mississippi or any adjoining state, and must certify that the discontinuance 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 submitted to and approved by TEPA. 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. TEPA will grant this postponement of termination no more than two (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 30 day medical hardship postponement period, electric service will be disconnected without further notice, unless a separate, additional thirty (30) day postponement is requested and granted by TEPA to commence immediately after the original thirty (30) day period expires.

D. Restoration of Service:

If service has been disconnected, payment in full (including all late fee charges and reconnection fees) will be required before service is restored. Upon full payment on an account previously disconnected for non-payment, service will be reconnected during normal business hours and a reconnection fee of \$25.00 will be assessed against such account. After-hours reconnections will be made from 3:30 p.m. through 7:00 p.m. on weekdays and 7:00 a.m. through 5:00 p.m. on weekends and holidays, in which an after-hours reconnection fee of \$50.00 will be assessed against such account.

12. **Termination of contract by customer:** Customers who have fulfilled their contract terms and wish to discontinue service must give at least seven (7) days written notice to that effect, unless the 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. **Service charges for temporary service:** Customers requiring electrical service on a temporary basis may be required by TEPA to pay all costs for connection and disconnection incidental to the supplying and removal of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

14. **Interruption of service:** TEPA 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, whether or not caused by negligence.

15. **Voltage fluctuations caused by customer:** Electrical service must not be used in such a manner as to cause unusual fluctuations or disturbances to TEPA's system. TEPA may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
16. **Additional load:** The service connection, transformers, meters, and equipment supplied by TEPA for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of TEPA. Failure to give notice of additions or changes in load, and to obtain TEPA's consent for same, shall render customer liable for any damage to any of TEPA's lines or equipment caused by the additional or changed installation.
17. **Standby and resale service:** All purchased electrical service (other than emergency or standby service) used on the premises of customer shall be supplied exclusively by TEPA, and customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
18. **Notice of trouble:** Customer shall notify TEPA immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be conformed in writing.
19. **Non-standard service:** Customer shall pay the cost of any special installation necessary to meet their peculiar requirements for service at other than standard, or for the supply of closer voltage regulation than required by standard practice.
20. **Meter tests:** TEPA will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. TEPA will make additional tests or inspections of its meters at the request of customer. If test made at customers request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in customer's bill, and the testing charge of twenty five dollars (\$25.00) per meter 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 customers bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by TEPA.
21. **Extensions and additions to street lighting systems:** (This policy language does not apply to individual area light applications at residential and commercial installations). TEPA shall, at the request of a customer, (which is generally limited to a municipal or home owners association outside a municipal), for street lighting service, provide additions and extensions to the street lighting system, provided that if, in any year ending June 30th, customer requests additions or extensions with a total cost in excess of five percent (5%) of the investment in street lighting property and equipment, customer may be required to finance such excess cost.
22. **Billing adjusted to standard periods:** The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one (1) month. In the case of first billings of new accounts (temporary service, cotton gins, and other seasonal customer accepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involve fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

23. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from TEPA, and applies to all service received from TEPA, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of TEPA's Schedule of Rates and Charges, shall be kept open to inspection at the offices of TEPA.

24. **Revision:** 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.

25. **Conflict:** In case of conflict between any provisions of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

26. **Shortage of electricity:** In the event of an emergency or condition causing a shortage in the amount of electricity for TEPA to meet the demand on its system, TEPA may, by an allocation method deemed equitable by TEPA, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which customer may make use of electricity and the uses which customer may make of electricity. If such actions become necessary, customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If customer fails to comply with such allocation or restriction, TEPA may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

27. **Information and Customer Communications:** TEPA will provide or furnish information to its members concerning the topic areas of: Current Rates; Approved Rate Increases or Changes; Service Practice Policies; member electric energy consumption history (for the monthly billing period requested not to exceed the previous 24-month period); and other similar Association business details by utilizing the following communication methods and practices:

- a. Oral or written information provided directly to the member at any customer service location during the service application process;
- b. As appropriate and if available via telephone at any customer service location;
- c. By written request from the member;
- d. By member notice or special announcements posted to the Association's web page;
- e. By written notice published in area newspapers that serve the Association's certificated area; and/or
- f. Public Service Announcements via radio and TV as warranted by emergency conditions created by adverse weather events caused by tornados, hurricanes and ice storms.

General Power

The Service Practice Policies and Procedures in the section applies to all TEPA member accounts that do not receive electric service under the residential rate.

General Power 50 kW and Less:

All non-residential customers of TEPA in any rate class with monthly demand/usage of 50 kW and less shall pay a deposit of at least one month's average electric usage for their location. The definition of average usage shall be determined by TEPA's Commercial Deposit Policy.

All service practice policies and procedures identified for RESIDENTIAL members that deal with the member application process, deposits, billing termination of service etc., shall also apply to the General Power 50 kW and Less member class unless specifically excluded.

General Power Greater than 50 kW:

The Tombigbee Electric Power Association Commercial Deposit Policy (CDP), approved by the Board of Directors on April 9, 2015, shall apply to all members in this load group unless specifically excluded.

All service practice policies and procedures identified for RESIDENTIAL members that deal with the member application process, deposits, billing, termination of service etc., shall also apply to the General Power greater than 50 kW member class unless specifically excluded.

The policy language below applies to all TEPA member/customers with a monthly demand/usage greater than 50 kW as follows:

TOMBIGBEE ELECTRIC POWER ASSOCIATION

COMMERCIAL DEPOSIT POLICY

As of April 9, 2015, Tombigbee Electric Power Association ("**TEPA**"), is amending its policy in regard to required commercial and industrial account deposits. This Policy shall be effective immediately as of April 9, 2015, which shall be deemed to be the effective date ("**Effective Date**"). This change has become necessary with the recent trends in relation to economic conditions and the increasing frequency of the failure of commercial and/or industrial accounts, causing losses beyond deposits historically held. A tiered approach is being adopted with the intention of recognizing the risk involved based upon the size of the Customer's average monthly Kilowatt ("kW") demand, which is directly correlated to the amount of the Customer's

monthly bills and, therefore, the risk to the Association as a whole. Accordingly, from the above Effective Date, TEPA will require a deposit in one of the following forms for all of its commercial and industrial Customers. Those Customers range from very small commercial entities (50 kW) to the largest industrial Customers of TEPA (8,000 kW). In recognition of the risk involved and the size of the respective bills existing within said commercial and industrial range, the Customers will be divided into two tiers as follows: 1.) Tier 1 Customers will be defined to be all those commercial and industrial Customers ranging in size from an average monthly demand/usage greater than 50 kW to 400 kW; and 2.) Tier 2 Customers shall be those customers whose average monthly demand/usage is equal to or greater than 400 kW. From and after the Effective Date above, the following deposit policies shall apply:

1. Tier 1 Customers shall post a deposit as follows:
 - a. For Tier 1 Customers existing as of April 9, 2015, based upon their payment history and credit experience with TEPA, a deposit equal to One Month's average demand/usage measured over the preceding Twelve (12) months shall be required, and the payment of such required deposit amount shall commence on or before the Effective Date and shall be payable as follows:
 - i. If the amount of the required deposit is \$500.00 or less, after giving credit for any deposit presently held, in a single lump sum payment; or
 - ii. If the amount of the deposit, after giving credit for any deposit presently held, is equal to or exceeds \$501.00, and the Customer elects not to make a single lump sum payment, then payable in monthly installments for a period not to exceed Ninety-Six (96) months.
 - b. For new Tier 1 Customers establishing service after April 9, 2015, a deposit equal to Two Month's maximum demand/usage measured over the preceding Twelve (12) months at the Customer's property shall be required, and the payment of such required deposit hereunder shall commence upon the establishment of service, and shall be payable as follows:

- i. One Month of said amount shall be payable upon the establishment of service, and if the remaining amount of the required deposit is \$500.00 or less in a single lump sum payment; or
 - ii. If the amount of the remaining deposit is equal to or exceeds \$501.00, and the Customer elects not to make a single lump sum payment, then payable in monthly installments for a period not to exceed Twenty-Four (24) months.
 - iii. In the event that said usage is to be materially changed from its prior use, or said property is newly constructed, then an estimate, no lower than the prior average usage, if any, but otherwise based on the expected electrical demand thereon, shall be used to determine the maximum demand/usage applicable. If this option is used, either party, TEPA or the Customer, may ask that the deposit amount be reviewed and adjusted after Twelve (12) months of service.
2. Tier 2 Customers shall post a deposit as follows:
 - a. For Tier 2 Customers existing as of April 9, 2015, based upon their payment history and credit experience with TEPA, a deposit equal to Two Month's average demand/usage measured over the preceding Twelve (12) months shall be required, and the payment of such required deposit amount shall commence on or before the Effective Date and shall be payable as follows:
 - i. After giving credit for any deposit presently held, in a single lump sum payment if the customer so elects, or otherwise in monthly installments for a period not to exceed Ninety-Six (96) months.
 - b. For new Tier 2 Customers establishing service after April 9, 2015, a deposit equal to Two Month's maximum demand/usage measured over the preceding Twelve (12) months at said property shall be required, and the payment of such required deposit hereunder shall commence upon the establishment of service, and shall be payable as follows:
 - i. One Month of said amount shall be payable upon the establishment of service.
 - ii. The remaining deposit shall then be payable in monthly installments for a period not to exceed Twenty-Four (24) months.
 - iii. In the event that said usage is to be materially changed from its prior use, or said property is newly constructed, then an estimate, no lower than the prior average usage, if any, but otherwise based on the expected electrical demand thereon, shall be used to determine the maximum demand/usage applicable. If this option is

used, either party, TEPA or the Customer, may ask that the deposit amount be reviewed and adjusted after Twelve (12) months of service.

3. Alternatively, any Customer may elect to satisfy their deposit requirements by the following alternate acceptable methods of surety for the deposit which shall consist of the following:
 - a. Immediately available cash or cash equivalents (cashier's checks, wire transfers or certified funds);
 - b. Certificate of Deposit, held in the name of TEPA, for the benefit of the customer, at a banking institution acceptable to TEPA;
 - c. A surety bond on a form and from a bonding or insurance company acceptable to TEPA; or
 - d. A revocable letter of credit on a form and from a banking institution acceptable to TEPA.

Deposits held by TEPA shall earn interest pursuant to the Tennessee Valley Authority standards for deposits and applicable federal law, which shall be credited at a rate to be determined annually by TEPA, in its sole discretion, based upon those rates TEPA earns in relation to deposits held at local banking institutions. Interest will not accrue on partial deposits. Interest shall only begin to accrue after a deposit has been paid in full. Said interest will be accrued, credited and accounted for, but not distributed, by TEPA unless it should so elect or otherwise be required by law.

TEPA reserves the right, as to all customers, to review actual usage from time to time to require additional deposits, should the same prove insufficient in its sole discretion.

A customer shall be entitled to a refund of its deposit, plus interest, if applicable, only after all accounts of the customer are satisfactorily and finally closed and all utility or other services have been both terminated and paid in full.

Failure to post an adequate deposit, failure to pay any ongoing deposit payments, or the termination or cancellation of a bond or revocable letter of credit will mandate the immediate discontinuance of electrical service until such time as the required deposit has been paid in full.