

SCHEDULE OF RULES AND REGULATIONS

CITY OF AMORY UTILITIES DEPARTMENT

1. **Application for Service:** Each prospective Customer desiring electric service shall be required to sign the Distributor's standard form of application for service or contract before service is supplied by the Distributor. The Schedule of Rules and Regulations shall be made available upon request to the customer and shall be available on the Distributor's website. Prospective customers are required to provide two (2) forms of identification including: at least (1) picture identification and a copy of lease agreement, or deed. In the event more than one person signed a housing lease agreement or deed, valid ID's must be presented on all persons whose name is listed on the lease or deed to secure utility services. Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card, Federal ITIN card, or other state issued ID. Applicants with an old debt with the City of Amory Utilities Department will be required to pay all old debts in full prior to receiving utilities at a new service address.
2. **Deposit:** A deposit as established by the City of Amory Utilities Department Deposit Policy Appendix A shall be required. (See attached)
3. **Point of Delivery:** The point of delivery is the point, as designated by Distributor, 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 Distributor.
4. **Customer's Wiring-Standards:** All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code and the wiring specifications of applicable ordinances of the City of Amory.
5. **Inspections:** Distributor 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 Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises. In order to obtain permanent electric service on new construction the owner must have applied and received from the city a certificate of occupancy based on the approval of a final inspection and approval of the premises by an authorized inspector.
6. **Underground Service Lines:** Customer desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.

7. **Customer's Responsibility for Distributor's Property:** All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.
8. **Right of Access:** Distributor's identified employees shall have access to Customer's premises at all reasonable times for purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Distributor. If Customer fails to provide access for the above stated purposes, Distributor may discontinue service upon notification of such termination through means of regular mail service or posting notice at the door of the business/residence at the Distributor's discretion.
9. **Billing:** Bills will be rendered monthly and shall be paid within fifteen (15) days from the date the bill is mailed. Bills paid after due date specified on bill may be subject to additional charges of 5% on the first \$250.00 and 1% on any additional past due amounts for non-lighting accounts. Should payment not be received accordingly, Distributor may, five (5) days following the mailing of written notice (with available rights and remedies) to Customer, discontinue any and all services. Additional fees for collection and reconnection may be added after the disconnect date listed on notice. Failure to receive bill will not release Customer from payment obligation.
10. **Discontinuance of Service by Distributor:** Distributor 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. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer. Distributor evaluates weather conditions daily at www.weather.com for Amory, MS 38821 and in the event that the forecasted weather is not expected to exceed 32 degrees Fahrenheit (F) or will reach or exceed 98 degrees Fahrenheit (F) or there is a heat advisory on that day, Distributor will not discontinue service of residential customers for nonpayment. During such events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the customer's next due date whichever comes first. Upon The City of Amory Utilities Department's approval of the "Request for Medical Waiver" form, disconnection of service will be postponed for 30 days from the original due date to allow customer time to make payment or alternative shelter arrangements. The "Request for Medical Waiver" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, 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 the City of Amory Utilities Department. A life

threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees or service charges incurred or other applicable charges. The City of Amory Utilities Department will only grant this postponement for termination two (2) times in a twelve (12) month period. If full payment of the past due amount, including all late fees and service charges is not received by the end of the postponement period, electric service will be disconnected without further notice. Appendix C is the Request for Medical Waiver – City of Amory Utilities Department that customers must file for a thirty (30) day postponement to terminate service.

11. **Connection, Reconnection, and Disconnection Charges:** Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Connection, reconnection and disconnection charges will be applied as set forth in Appendix B, Schedule of Fees and Charges. (See attached). Collection fees may be added to all accounts that are not paid in full by the stated disconnect date shown on delinquent notice or by prearranged payment date. Reconnections will take place Monday thru Friday 8:00 a.m. to 5:00 p.m. during normal business hours. After hours reconnections may be made after bill is made current by calling the after hours number.
12. **Termination of Contract by Customer:** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.
13. **Service Charges for Temporary Service:** Customer requiring electric service on a temporary basis may be required by Distributor to pay all cost for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
14. **Interruption of Service:** Distributor 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. **Shortage of Electricity:** In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, 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, Distributor 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.

16. **Voltage Fluctuations Caused by Customer**: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **Additional Load**: The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.
18. **Standby and Resale Service**: All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
19. **Notice of Trouble**: Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accident affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
20. **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, or for the supply of closer voltage regulation than required by standard practice.
21. **Meter Tests**: Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor 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 Distributor'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 in Customer's 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 Distributor.
22. **Outdoor Lighting Facilities**: Distributor will supply, install and maintain the Light Fixture, all the equipment pertaining to the Fixture and furnish electrical energy to the Customer. Distributor shall, at the request of the Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
23. **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 month. In the case of the first billing of new accounts (temporary service, cotton gins,

and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves 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.

24. **Home Energy Conservation Surveys:** All customers of Distributor receiving service under the residential rate schedule are eligible for an energy conservation survey of their home. As part of such survey information covering efficient utilization of electric energy will be made available, including a wide variety of specific recommendations as to the materials and equipment that would provide effective weatherization and thereby yield the greatest energy savings for the customer. Customers will also be furnished a list of private contractors in their area which install various types of energy-saving materials and equipment, and instructional material concerning the self-installation of such materials and equipment.
25. **Information to Customer:** Distributor shall reasonably inform Customers about rates and service practice policies by making such information available upon Customer's application for service, upon request by a customer. The Schedule of Rules and Regulations, and all retail rate action shall be communicated to Customer by information issued through the media and/or website. Upon request, Distributor will make available to customers their available energy consumption data for the prior 12-month period. Rates are available upon request. Service Practice Policies are also available on the cityofamoryms.com website.
26. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor.
27. **Revisions:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes when effective, shall have the same force as the present Rules and Regulations.
28. **Conflict:** In case of conflict between any provision of any current rate schedule and the Schedule of Rules and Regulations, the most current rate schedule shall apply.
29. **Tampering with Meters:** If The City of Amory Utilities Department finds that there is reasonable grounds for believing that any meter or meters intended to measure or register the quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.
30. **Estimating Bills:** In the event that The City of Amory Utilities Department is unable to or prevented from reading a customer's meter(s), then the City of Amory Utilities

Department may charge an estimated bill based on previous usage, an average or other reasonable basis, provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the City of Amory Utilities Department will notify the customer of any adjustment and amounts owed.

31. **Dead Meter:** In the event that an electric or water meter malfunctions and dies, the City of Amory Utilities Department shall set a new meter at the residence or business. The City of Amory Utilities Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

32. **Transfer of service:** All residential customers making application to transfer utility services to a new service address are required to pay their active account past due balance to a zero (\$0) balance along with a transfer fee listed on Appendix B before a new service address can be established for that customer. Any balance not past-due at old service address will still be the responsibility of the customer and must be paid by cut-off date or service will be disconnected at new location. Transfers of service will require an updated application and required identification as listed in application for service section (1). Deposits must be brought to current rates when transferring service.

#33 **Late Payment Agreements:** In the past, Customers were allowed to sign a “Late Payment Agreement” (a holding list) that allowed the customer three (3) days beyond their scheduled disconnection date for nonpayment. The City of Amory Utilities will no longer have the “Late Payment Agreement” to sign for the three (3) day extension. The three days will be added to the days between the due date and disconnect date on the late notice every month automatically so there will be no need to sign for the extension. Previously, the number of days from due date to disconnection was 12. The new number of days from due date to disconnection is 15 days.

33. **Deceased Customer Accounts:** In the event a customer of The City of Amory Utilities Department is deceased, the account can remain active in the deceased customer’s name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren, or their relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

34. **Disputed Bills:** Any customer who questions the amount or correctness of charges on their utility bill should contact the Office Manager or Assistant Manager, Monday through Friday, 8:00 am to 5:00 pm at the utility office or by calling 662-256-5633. The Office Manager and Assistant Manager are authorized to review disputed bills and correct errors if any exist.

35. **TVA Complaint Resolution Process:** In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the

Distributor. If the dispute is not resolved, the Distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complain Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

APPENDIX A

City of Amory Utilities Department Deposit Policy

1. Purpose

City of Amory Utilities Department's deposit policy establishes deposits associated with applicants for new or continued service. This policy is adopted in order to protect the assets of City of Amory Utilities Department and to insure fair and equitable treatment for all current and future customers. It is a document referenced by and referring back to the City of Amory Utilities Department Schedule of Rules and Regulations.

2. Policy

- A. Deposits are required to be paid in full prior to the issuance of a connect order.
- B. Upon termination of service, the deposit will be applied against any unpaid account balance and any remaining balance will be transferred to any remaining account of same customer. If the customer does not have another account, the remaining balance will be returned to the customer.
- C. A letter of credit is not acceptable in lieu of paying a deposit.
- D. All service applicants are required to provide an acceptable form of identification.
- E. All residential deposits greater than one month class average and all commercial deposits greater than individual one month average held for more than 12 months shall accrue interest based on the annual rate of interest earned by the distributor's primary bank account on Jan. 1 of each year. This interest will be added to the customer's deposit account annually on June 30th and is subject to review by the Customer and Distributor.

3. Residential Applicants

New service applicant will be charged a deposit of \$150.00. This is less than one month average use for the class and no interest will accrue on the deposit. Customers with residential hardships may request to negotiate installment payments for deposits. The Full deposit must be paid within 60 days from the date electric service commences. Victims of domestic violence requesting installment payments for their deposit must Provide certification from a domestic violence shelter

4. **Commercial Applicants**

- A. New service for commercial deposits shall be a two month average based on the previous twelve month occupied history. For new buildings, new building usage, Or customers without a prior billing history, the deposit will be calculated based on estimated load data to similar loads on the electric system. Minimum commercial deposit is 200.00
- B. Commercial applicants desiring electric service shall be required to sign Distributor's standard form of application for service or contract before service is supplied by the distributor. A copy of lease or deed, clearance paperwork from City Clerk and Zoning and Planning, and photo ID of responsible party is also required.
- C. Deposits may be made by any of the following means:
 - Cash
 - Check. Delivery of service may be held until the check is accepted by the City of Amory Utilities Department's bank.
- D. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

APPENDIX B

City of Amory Utilities Department Deposit & Schedule of Fees and Charges

\$25.00 Connection Fee/Transfer Fee: This fee is assessed to all connect orders to partially offset the cost of installing and connecting electric service.

\$50.00 Collection Fee: This fee is assessed to all customers if payment is not received before the Disconnect Date listed on delinquent notice.

\$25.00 Returned Check/Credit Card Fee: This fee is assessed when a check or draft is returned by the bank on which it was drawn or a credit card is charged back. After three returned checks/drafts, the account will be flagged to accept NO CHECKS and/or DRAFTS for one year from the date of the last returned check or draft.

\$50.00 Reconnect Fee: This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made. These fees must be paid prior to reconnection of service.

\$50.00 Temporary Service Fee: This fee is assessed to hook up temporary service.

This list is not intended to be all-inclusive. The Fees and Charges may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

APPENDIX C

Request for Medical Waiver – City of Amory Utilities Department

The City of Amory Utilities Department allows for postponement of shut off or temporary service restoration for a medical emergency of not more than 30 days if the customer or a member of the customer’s household has a certified medical emergency. A medical emergency exists if the customer/household member has a condition that will be aggravated by the lack of electrical service. A medical emergency is defined and certified by a Physician or Nurse Practitioner. Extensions for further periods of not more than 30 days are granted only if the customer provides additional physician or public health official certification. The City of Amory Utilities Department will only grant this postponement for termination two (2) times in a twelve (12) month period. Consecutive waivers are allowed but must be applied for by the customer. Customer Certification: (to be completed by customer)

Customer Name: _____

Account No: _____

Customer
Address: _____

City, State,
Zip: _____

Home Phone: _____

Business Phone: _____

Household member(s) with Medical
emergency: _____

Relationship to
Customer: _____

NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM THE CITY OF AMORY UTILITIES DEPARTMENT.

RELEASE: (to be completed by Resident requiring life-sustaining equipment or his/her legal guardian)

I, _____, (circle one: resident/legal guardian) hereby grant my consent to the below-named licensed Physician to release to the City of Amory Utilities Department such information as noted below, plus any supplement information regarding critical medical equipment used at the residence.

Signature of Resident or Legal Guardian: _____

Date: _____

MEDICAL VERIFICATION: (To be completed and signed by a licensed physician). A phone

number is required so we may contact you for potential clarification and/or verification.

I, _____, a licensed physician, declare there is a medical emergency requiring electricity for the above named customer/household member.

Duration of Medical Emergency (Maximum 30 days): _____

Physician Signature: _____

Date: _____

Business Name: _____

Phone: _____

Business

Address: _____

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City, State,

Zip: _____

Return this form to: City of Amory Utilities Department, 129 Main Street North, P.O. Box 266, Amory, MS 38821, Or Fax to: (662) 256-6335