

CITY OF OKOLONA ELECTRIC DEPARTMENT  
OKOLONA, MISSISSIPPI

SCHEDULE OF RULES & REGULATIONS

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**CITY OF OKOLONA ELECTRIC DEPARTMENT  
OKOLONA, MS 38860**

**SCHEDULE OF RULES AND REGULATIONS**

1. **Application for Service.** Each prospective Customer 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.

2. **Deposits.** A deposit may be required of any customer before electric service is supplied. Each deposit for residential power is based upon that customer's credit check with Online Utility Exchange, and is required accordingly to outcome of a composite score and the values returned. If an applicant receives a deposit decision of Red Light, a deposit of \$300.00 is required. A Yellow Light decision requires a medium deposit of \$150.00. A Green Light decision deems that the applicant's deposit is waived. A letter of credit is not acceptable in lieu of paying a deposit. If insufficient information for credit check or social security number is not provided, the Red Light decision shall be applicable. In no instance will the residential deposit exceed twice the highest bill.

The deposit for general power customers is based on usage. We reserve the right to charge up to twice as the highest monthly bill based on prior billing history. If no such billing history is available, deposit will be estimated based on load data for similar loads on the electric system.

All residential deposits may be paid in full during the application process or customers may choose to make a payment arrangement. A payment arrangement allows the customer to pay half of the

deposit amount during the application process and the other half before the first bill is due, usually within 45 days of service. Customer will be informed of the actual due date during the application process.

Customers with residential hardships may request to negotiate installment payments for deposits. All installment agreements must be approved by the General Manager. In the event that an agreement for installments is made, the full deposit must be paid within 65 days. Requirements for installment payments for a residential hardship include a certified victim of domestic violence, a certified medical illness, documented loss of employment, or any other hardship that the General Manager deems appropriate.

Deposits are not transferable from one customer to another.

Upon termination of service, deposit may be applied by Distributor against unpaid bills of customer. If any balance remains after such application is made, said balance shall be refunded to customer at the end of the following month. If the customer has an outstanding balance after the final bill is due then the balance is due immediately. If the balance goes unpaid it will be transferred during the "applies and refunds" that are done monthly.

All residential and general power deposits held 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 and is subject to review by the Customer and Distributor.

3. **Applies and Refunds**. Once a month refunds are mailed out to final customers who have a credit remaining on their accounts after all transfers are made. These transfers depend on the account

status and so forth. If a customer leaves a balance of any sort (credit or debit) on an inactive account and still has an active account then the credit or debit is transferred to the active account. There will not be a check issued to a customer who has an active account remaining with the City of Okolona Electric Dept. If there is a balance owed (debt) on an inactive account by a customer with an active customer that debt will be transferred to the active account. The remaining debt will not be sent to a collection agency if the customer has an active account with the City of Okolona Electric Department. The transfer will depend on the accounts. If the active and inactive accounts prove to be the same person/persons/entities by means of name, social security number or other liable legal relations then the transfer will take place. If there are no linked accounts for a transfer to go then the account will remain on the inactive account and be sent to a collection agency at the appropriated time.

4. **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.

5. **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 wiring specifications of applicable ordinances of the City of Okolona.

6. **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.

**7. Underground Service Lines.** Customers 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.

**8. 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. Also, 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.

**9. Right of Access.** Distributor'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 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.

**10. Billing.** Bills will be rendered monthly and shall be paid on the date that is given on each bill as the due date either by draft, mail, night-deposit or given to a cashier at the Distributor's office. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid as above, Distributor may at any time thereafter upon five (5) business days by no further notice to Customer, discontinue service. Bills paid on or before the final

date of payment shall be payable at the net rates, but thereafter the gross rates shall apply, as provided in the Schedule of Rates and Charges. Should the final date for payment of the bill at the net rates fall on weekend or holiday, the next business day following the final date will be held as a day of grace for delivery of payment. Payments must be in the office on or before the due date to be considered paid on time. The Distributor will not allow the postmarked dates on any mailed envelope determine whether or not the payment is late.

Customer bills are mailed out no later than 19 days before the bill is due. This is with the intention that the customer will have the bill in hand for no less than 15 days before the due date. The only exception is for the large consumer accounts that are billed on the last business day of each month and not due until the 27th of the following month. This allows all large consumers to receive bills more than 24 days before due date.

11. **Current Rates.** All retail rate actions initiated by the Distributor will be communicated to the public via the website [www.oed.com](http://www.oed.com) and through advertisements in the local newspaper. Current rates can be provided by going to [www.oed.com](http://www.oed.com) and clicking on the tva link and/or provided by the office located at 209 W Main St., Okolona, MS 38860.

A customer can request a 12 month history on an account at any time and it will be provided by OED.

12. **Late Charges.** Late charges for all OED customers are applied the next business day after the scheduled due date and are 5% of the total amount due.

13. **Second Notices.** The day after the bill is due a Second Notice will automatically be mailed out to all customers who are past due. The Second Notice will provide information such as, but not limited to cut off dates, past due amounts, and the available rights and remedies to dispute the bill, including the telephone number of the Distributor, (662)447-5482.

14. **Extension Fee.** Any residential customer that chooses may pay a \$25.00 hold fee to avoid interruption of service before the service truck leaves the office with the disconnect order. This fee will hold the customer's bill for 7 days from the date that the hold fee was paid. This fee does not go towards the customer's bill and will not be refunded.

If the disconnect is delayed for any reason the customer can pay the hold fee up until the time that the service truck leaves the office. However, you cannot get the extension for any longer time than 7 days following the scheduled cut off date. The hold fee will remain to be \$25.00 and will not be applied towards the bill or be refunded.

15. **Discontinuance of Service by Distributor.** Distributor may refuse to connect service or may refuse to continue service for the violation of any of the 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 electricity or the appearance of electrical theft devices on the premises of Customer. The discontinuance of service by Distributor for any cause as stated in this rule does not release the Customer from his obligation for the payment of minimum bills as specified in application of Customer or contract with Customer.



16. **Reconnection Charge.** Whenever service has been discontinued by Distributor, as written above, or a trip is made for the purpose of discontinuing service, a charge of not less than twenty five dollars (\$25.00) plus the current bill amount may be collected by Distributor before service is restored during business hours. Whenever the service has been discontinued by Distributor, as written above, or a trip is made for the purpose of discontinuing service, a charge of not less than forty dollars (\$40.00) plus the current bill amount may be collected by Distributor before the service is restored after business hours.

17. **Termination of Contract by Customer.** Customers who have carried out their contract terms and wish to discontinue service, must give at least three (3) days' written notice to that effect with a notarized letter, or come into the office and sign a disconnect service order, 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.

18. **Service Charges for Temporary Service.** Customers requiring electric service on a temporary service are required by Distributor to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs and the like for temporary construction. The deposit for temporary service is the same as the deposit for regular services unless otherwise stated by the Manager based on the type of temporary service that is requested.

19. **Interruption of Service.** Distributor will use reasonable diligence in supplying electrical service, 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 services,

excessive or inadequate voltage, single-phasing or otherwise unsatisfactory service, whether or not caused by negligence.

20. **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 use which customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting 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 Scheduled Rules and Regulations are applicable to any such allocation or restriction.

21. **Voltage Fluctuations Caused by Customer.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

22. **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 change 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.

23. **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.

24. **Notice of Trouble.** Customer shall notify Distributor 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 not verbal, should be confirmed in writing.

25. **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.

26. **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 the testing charge of Zero Dollar (\$0.00) 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 on 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. In the event of excess request by a customer to have meter tested that has already been proven to be within the 2% accuracy then the Manager can refuse further testing if he/she sees reasonable. This request can then be taken to the City Council for further evaluation.

27. **Relocation of Outdoor Lighting Facilities.** Distributor shall, at the request of Customer, relocate or change existing Distributor owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.

28. **Billing Adjusted to Standard Periods.** The demand charges and the blocks in the energy charges set forth in the rate schedule 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.

29. **Extreme Weather.** OED evaluates weather on a daily basis. If your account is past due and due to be disconnected, please note that OED will not pull a meter for non payment if, at the current disconnection time, the temperature is above 100 degrees in the summer season or below 32 degrees in the winter season, according to the local weather listed on WTVA's news website for the city of Okolona.

30. **Medical Hardships.** You may print a Certificate of Medical Emergency from our website at [www.oed.com](http://www.oed.com) or you can request one from the office located at 209W Main St., Okolona, MS 38860. Certificate of Medical Emergency must be turned in no later than 3 days before your scheduled disconnect day and signed by your physician. Upon turning in a completed Certificate of Medical Emergency, an employee from OED will verify it with the listed physician's office and contact the customer via telephone before the scheduled disconnect date. Disconnection of service for

a medical hardship will only be postponed for thirty (30) calendar days from the original disconnection date. OED will only grant this postponement for termination two (2) times in a twelve month period.

31. **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 Distributors' Schedule of Rates and Charges, shall be kept open to inspection at the office of Distributor and is also available for review via the website [www.oed.com](http://www.oed.com).

32. **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.

33. **Conflict**. In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

34. **Information to Consumer**. Upon application for service, information will be provided on applicable rates and service practice polices. Additional copies of either of these can be printed off of the website at [www.okolonaed.com](http://www.okolonaed.com) or a copy can be picked up from the office at 209 W Main St., Okolona, MS 38860.

35. **TVA Complain 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

Customer's will be informed about the availability of the TVA Complaint 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.