



## Tishomingo County EPA Rules & Regulations

- 1. Application for Service.** Each prospective Customer desiring electric service shall be required to sign the Association's standard form of application for service or contract before service is supplied by the Association.
- 2. Deposit.** Deposit policies have been adopted by the Board of Directors of Tishomingo County Electric Power Association to provide assurance of payment for charges for electric service and to reduce losses due to non-payment. These deposit policies are applied based on customer credit histories for residential consumers and actual/estimated bills for general power consumers. The policies have been submitted to the appropriate regulatory body and approved. A copy of the Deposit Policy (as revised and dated August 12, 2015) is made available at [tcepa.com](http://tcepa.com) and shall be provided upon request to any member of the Association.
- 3. Point of Delivery.** The point of delivery is the point, as designated by Association, on the Customer's premises where the current is to be delivered to the building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Association.
- 4. Customer's Wiring and Inspections.** All wiring of the Customer must conform to Association's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code. Association 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 Association's standards; but such inspection or failure to inspect or reject shall not render Association liable or responsible for any loss or damage resulting from defects in the installation, wiring, appliances or from violation of Association's rules, or from accidents which may occur upon Customer's premises.
- 5. Customer's Responsibility for Association's Property.** All meters, service connections, and other equipment furnished by Association shall be and remain, the property of the Association. Customer shall provide a space for and exercise proper care to protect the property of Association on its premises, and, in the event

of loss or damage to Association's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

**6. Right of Access.** Association'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 the Distributor.

**7. Billing.** Bills will be rendered monthly and shall be paid within the standard net payment period at the office of the Association. The Association will have a standard net payment period for residential customers not less than fifteen (15) days and for other classes of service not less than ten (10) days after the date of the bill. Accounts not paid by the due date will be subject to a late payment charge. The late payment charge will be computed at a charge of not over five (5%) percent on the unpaid portion of the electric bill. Failure to receive the bill will not release the Customer from payment obligations. Should its due date fall on a Saturday, Sunday, or holiday, the business day next following the due date will be held as a day of grace for the delivery of payment. Remittances received by mail within one (1) business day of, or postmarked on or before the due date, will be considered paid by the due date and will not be subject to the late charge.

**8. Termination of Service by Association.** Association may refuse to connect or may disconnect 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. Association may discontinue service to Customer for the theft of current or the appearance of current theft device on the premises of Customer. The discontinuance of service by the Association for any causes as stated in this rule does not relieve the Customer from his obligation to the Association for the payment of minimum bills as specified in the application of Customer or contract with Customer. Any termination of service for non-payment of a bill for charges when due shall be made only after reasonable prior written notice.

No residential customer shall have service terminated for non-payment of the bill if, as of 8:00 a.m. on the scheduled disconnection date, a freeze warning or excessive heat warning has been issued by the National Weather Service for the county of the scheduled disconnection.

Written notices may include notice by electronic message, US Mail, or door hanger and will include information on the availability of a dispute process with an Association representative.

**9. Reconnection Charge.** Whenever service has been discontinued by Association, as provided above, or a trip is made for the purpose of discontinuing service, a charge of not less than One Dollar (\$1.00) may be collected by Association before service is restored.

**10. 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 the contract specifies otherwise. Notice to discontinue service prior to the expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

**11. Service Charges for Temporary Service.** Customers requiring electric service on a temporary basis may be required by Association to pay all costs for connection and disconnection incidental to the supply and removal of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

**12. Interruption of Service.** Association 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, from any cause beyond the reasonable control of the Association. In the event of an emergency or other condition causing a shortage in the amount of electricity for the Association to meet the demand on its system, Association may, by an allocation method deemed equitable by Association, 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 the Customer may make of electricity. If such actions become necessary, the 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, Association 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.

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

**14. Additional Load.** The service connection, transformers, meters, and equipment supplied by Association for each Customer have a definite capacity and no addition to the equipment or load connected thereto will be allowed except by

consent of Association. Failure to give notice of additions or changes in load, and to obtain the Association's consent for same, shall render Customer liable for any damage to any of the Association's lines or equipment caused by the additional or changed installation.

**15. 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 Association, and Customer shall not, directly or indirectly, sell, sublet, assign or otherwise dispose of the electric service or any part thereof.

**16. Notice of Trouble.** The customer shall notify Association 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 confirmed in writing.

**17. Non-Standard Service.** The 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.

**18. Meter Tests.** Association will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. Association will make additional tests or inspections of its meters at the request of the Customer. If tests made at the Customer's request show that the meter is accurate within two (2%) percent, slow or fast, no adjustment will be made to the Customer's bill and the standard charge of such test will be paid by the Customer. In case the test shows the meter to be in excess of two (2%) percent, fast or slow, an adjustment shall be made in the Customer's bill over a period of not over thirty (30) days prior to the date of such test and cost of making test shall be borne by Association.

**19. Relocation of Outdoor Lighting Facilities.** Association shall, at the request of Customer, relocate or change "existing Association-owned equipment". The customer shall reimburse Association for such charges at actual cost including appropriate overheads.

**20. 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, non-standard service, cotton gins, and other seasonal customers, excepted) and final billing of all accounts (temporary service and non-standard 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.

**21. Information to Consumers.** Upon application for service, the Customer will receive a welcome letter with directions to view a current copy of the Association's Bylaws, a copy of the Rate Schedule, and a copy of the current Schedule of Rules and Regulations at tcepa.com. If the Customer desires these documents in paper format, the Association will provide at no cost. Upon request, a Customer will receive a statement of such customer's monthly kWh consumption, or cost, or both, for the prior twelve (12) month period.

The Association, as it determines appropriate, will utilize channels such as mail, newsletter, newspaper, radio, electronic media, etc., to inform Customers about local rate actions initiated by the Association and Rules and Regulations.

**22. Scope.** This 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 Association, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule, together with a copy of the Association's Schedule of Rates and Charges, shall be kept open for inspection at the offices of the Association.

**23. 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.

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

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