HOLLY SPRINGS UTILITY DEPARTMENT (HSUD)
1050 Highway 4 East
Holly Springs, Mississippi 38635
Office Telephone 662-252-4411, Fax 662-252-7246

ELECTRIC SCHEDULE OF RULES AND REGULATIONS FOR HOLLY SPRINGS ELECTRIC DEPARTMENT

(As adopted and revised effective January 7, 2020)

The following Schedule of Rules and Regulations of the Holly Springs Utility Department (HSUD) shall constitute the official service policies or service practice policies. These regulations shall govern all actions of the power distributor in dealing with the public and its customers. These regulations may be further revised or amended as judged appropriately by the Mayor and Board of Aldermen of the City of Holly Springs and will conform to the regulatory framework by the Tennessee Valley Authority based upon the current power distributor/TVA wholesale power contract.

1. **APPLICATION FOR SERVICE**: Each prospective customer desiring service will be required to complete and sign a HSUD standard form of application for service and or contract before service is supplied. Prospective customers are required to provide two (2) forms of identification including: at least one (1) picture identification and a copy of a lease agreement, rent receipt or deed. In the event that more than one person signed a housing lease agreement, valid identification must be presented by all persons whose name is listed on the lease to secure utility services. Acceptable forms of identification include a social security card, drivers' license, voter registration card, passport, green card, Federal ITIN Card or other State issued identification.

Prior to the connection of service(s), applicant must provide documentation of compliance with all land use, zoning, septic and other regulations, laws and ordinances of all jurisdictions in which the property is located.

Applicants with prior HSUD unpaid debt will be required to pay all old debts in full prior to receiving utilities at a new service address or Prepaid services may be requested with a minimum of 30% of all future payments to be applied to all old debt balances.

The applicant must agree to pay for service as measured by the HSUD's meter according to applicable rates. Rates, charges and fees are made available to all customers via HSUD's web-site http://hsutilities.com and at the HSUD office located at 1050 Hwy 4 East, Holly Springs Mississippi, 38635. Legal notice is given to all customers of a rate change initiated by HSUD via "The South Reporter" a weekly publication.

The applicant agrees to permit authorized agents of HSUD free access to the premises of the consumer for the purpose of inspecting, reading, repairing upgrading or removing property of HSUD.

The HSUD shall have the right, but shall not be obligated, to inspect any installation before any utility service is introduced, or at any time thereafter and reserves the right to reject any wiring, plumbing, appliances or any deemed unsafe connection with potential to allow harm to others or not in accordance with HSUD's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, of same and shall not render HSUD liable or responsible for any loss or damage, resulting from defects in the installation, of same, or from violation of the HSUD's rules and regulations or from accidents which may occur upon consumer's premises.

The applicant agrees that this application is subject to the HSUD's Rules and Regulations, a copy of which is open for inspection at the office of the HSUD, and that these Rules and Regulations are a part of this agreement. In the case of payment default, applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to collect on this account.

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Upon termination of service, deposits are applied to customer's accounts unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer. In no event will the deposit required exceed twice the highest estimated monthly bill.

After the deposit is paid in full, interest will accrue annually and be credited June 30 of each calendar year on a deposit held longer than twelve months. The interest rate will be the passbook savings account earned by HSUD. The deposit balance plus any accrued interest will be credited to the customer's unpaid bills upon termination of utility service or upon return of the deposit to the customer. Upon written request, the deposit balance and any accrued interest is subject to review by customers of HSUD.

Electric Service

Residential Customers - The residential deposit for electric service is based upon the customer's credit rating as follows:

Credit Score	Rating
700-850	Excellent
650-699	Good
Less than 650	Fair / Poor

Residential hardship customers may request consideration for installment payments for deposits, provided that the entire amount of the deposit is paid within 65 days that electric service begins. HSUD will only allow installment payments for residential hardships such as hospice care, certified victims of domestic violence, and catastrophic loss of a residence due to fire, hail, flooding, tornadoes, or other weather-related disasters.

General Power Customers - For general power customers (Commercial & Industrial), the electric deposit shall be two (2) times the average bill calculated based on the prior 12-months' service history at the billing location. If no prior billing history exists, the deposit will be estimated based upon the projected demand and energy usage for the proposed business consistent with similar types in the service territory. Commercial & Industrial

customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with HSUD. All Certificates of Deposit must have the business name and HSUD on the face of the Certificate. HSUD's Collection Department will be the custodian of all Utility Surety Bonds, letters of credit, and Certificates of Deposits.

Any customer who has had services disconnected for non-payment for two (2) consecutive months or three (3) times any 12 month period shall be deemed "high risk" and an additional deposit in an amount up to the equivalent of one and one half times the customer's average monthly bill shall be required. This additional deposit may be credited, at the customer's request, to the customer's account after establishing twelve (12) consecutive months of satisfactory payment history.

See APPENDIX (A) - Schedule of Rates, Charges and Fees for additional information.

3. **POINT OF DELIVERY:** The point of delivery for all utility services is the point, as designated by HSUD, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer

4. **CUSTOMER'S WIRING STANDARDS:** All of the customer's wiring must conform to all local and/or state requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the HSUD Electric Code.

5. **INSPECTIONS:** The HSUD Department 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 of appliances not in accordance with the HSUD's standards, but such inspection or failure to inspect or reject shall not render the HSUD or City of Holly Springs, Mississippi liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of HSUD Department's rules, or from accidents which may occur upon customer's premises. HSUD inspections shall not substitute for or supplant any other inspection(s) required by any jurisdiction(s) in which the property is located unless so stipulated and agreed to by that/those jurisdiction(s).

6. **UNDERGROUND SERVICE LINES:** Customers desiring underground service lines from HSUD's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by HSUD.

7. **CUSTOMER'S RESPONSIBILITY FOR UTILITY DEPARTMENT DEPARTMENT'S PROPERTY:** All meters, service connections and other equipment furnished by HSUD shall be, and remain, the property of HSUD on its premises. In the event of loss or damage to HSUD's property, arising from neglect of customer to care for the same, the cost of necessary repairs or replacements shall be paid by customer.

8. **RIGHT TO ACCESS:** The HSUD's identified employees shall have access to customer's premises during regular business hours for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to HSUD. If customer fails to provide access for the above stated purposes, HSUD 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 HSUD's discretion.

9. **BILLING:** Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill at the HSUD Collection Office located at 1050 Hwy 4 East, Holly Springs, Mississippi. Failure to receive a bill will not release customer from payment obligation. Should bills not be paid on time, HSUD will discontinue electrical service, following late notice. Bills paid on or before the billing due date shall be payable at the net rates, but thereafter the gross rates shall apply, as provided in the Schedule of Rates and Charges. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to a 5% charge on the net amount of the bill. HSUD will post all payments made the same day payments are received. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

   Customers will be provided monthly totals for electric consumption. Each monthly billing statement will provide customers with historical consumption comparisons to the prior month as well as the prior twelve (12) months.

10. **LATE NOTICE:** A late notice will be provided on all HSUD service accounts that have not been paid by the due date on the bill. Customers will be provided the late notice via the best available delivery method whether hand delivery by HSUD, electronic mail, or United States Postal Service mail. The late notice will be provided five (5) days following the billing due date.

11. **DISCONNECTION FOR NON-PAYMENT:** The disconnection date on all accounts shall be fifteen (15) days following the billing due date. A late notice will be provided to all customers with unpaid balances that includes notification of their disconnection date. A twenty-five dollars ($25.00) service charge will be assessed to all accounts disconnected for non-payment during normal workday hours and a ($45.00) service charge will be assessed to all accounts disconnected for non-payment outside normal workday hours. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollars ($100.00) service charge will be assessed.

12. **DISCONTINUANCE OF UTILITY SERVICE:** Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. Customers are required to sign a service order or provide written notice by fax or email. HSUD will not process a service order of any kind over the telephone.

13. **TERMINATION OF SERVICE:** HSUD may discontinue electrical service for violation of any Schedules of Rules and Regulations or of the Schedule of Rates and charges. HSUD also may discontinue service to the Customer for theft of services or the appearance of theft devices on the customer's premise, for safety or to be compliant with any State of Mississippi, HSUD, or City of Holly Springs regulations that require disconnection for safety reasons. Any and all electrical services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit amount may also be required based on the criteria above. The termination of service by HSUD for any reason stated in this rule does not release the customer from the obligation for any amount due to HSUD, including the payment of minimum bills as specified in contracts.

    If payment is not received by the due date, HSUD will discontinue service fifteen (15) days after the billing due date. Customers will be provided a separate late notice that informs the customer of the pending electric service disconnection and the available rights and remedies to dispute the bill with HSUD, including the address, 1050

Hwy 4 East, Holly Springs, MS 38635, and the Customer Service telephone number, 662-252-4411. No further notice will be provided before electrical service is disconnected.

In the event of an excessive heat warning or if the forecasted high temperature is expected to be below 32 degrees (F) based on the NOAA official forecast for the area, on that day, pending disconnections of service of residential customers scheduled due to non-payment will be postponed. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition. This does not apply to Member/Consumers who have voluntarily selected Prepay.

Upon HSUD's approval of the "Request for Medical Postponement" form, disconnection of service will be postponed for 30 days from the original scheduled disconnection date to allow customers time to make payment or alternative shelter arrangements. The "Request for Medical Postponement" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, certifying 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 HSUD. A life-threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fee, service charges, or other applicable charges incurred. HSUD will only grant this postponement for termination two times in a twelve-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. **See Appendix B - "Request for Medical Postponement" form for additional information.**

13.1. ALTERNATIVE BILLING OPTIONS:

1. **Levelized Billing Option.** – Levelized billing uses a rolling twelve-month average of usage to calculate the bill. Each month a new average is calculated using the previous eleven month's usage along with the current month. Although the bill amount changes each month, the change is small and helps reduce the impact from drastic weather changes. Customers still see their usage on the bill each month, but only pay the average amount. The only time the account will have to be reconciled is when it is disconnected or removed from the program. A customer must have a minimum of 12 months payment history to qualify for levelized billing. The account must have a zero balance at the time levelized billing begins. Any time the levelized amount is not paid in full before the due date, the account will automatically be removed from the program. There is no charge to enroll in levelized billing.
2. **Prepaid Service.** This method of billing is available to any Residential or General Power service which has a self-contained AMI meter with an internal disconnect. Customer pays for utility service prior to usage the same as depositing money into a debit account.
    a. Connection Fees: All customers must pay a connection fee to cover costs of creating and implementing a new service.
    b. Deposit: No deposit required.
    c. Prepay Monthly Fee: Customer will be charged a monthly account maintenance charge for the costs incurred from the Prepay provider as defined in Appendix A1 - HSUD SCHEDULE OF RATES, CHARGES & FEES FOR PREPAID SERVICE.
    d. Usage: All usage will be billed at the current rate at the time of usage. Fixed charges (monthly customer charges, sanitation fees, etc.) will be prorated and charged on a daily basis. Customers may choose to be notified of account balance by automated phone call, email, text message, HSUD

web site or by personal appearance at HSUD office. It is the responsibility of the Customer to monitor account balance and need for payment. HSUD is not responsible for any costs incurred by Customer in receiving these alerts or for maintaining services, such as but not limited to internet, cell phone, etc., required to receive alerts.

e. Minimum Payment: Payments to prepaid accounts must be at least the minimum payment amount as specified by the utility department.

f. Termination of Service: Electrical Service will be terminated automatically by AMI system at approximately 9:00am the morning after account balance reaches below $0.00! Other services will be terminated within the following seven (7) business days and the prepaid account closed. Customer must keep a positive balance in their account to receive electrical service. Service will be reconnected when the Customer establishes the minimum credit balance specified by the utility department. Due to the additional monthly fee for Prepay Service there will be no reconnect fee. If an account is closed due to exhausted funds, the customer must make new application to reestablish services.

g. Changing Billing Methods (Prepay).

i. Changing from Conventional Service to Prepay:
Customers who wish to change from conventional service to Prepay may do so under the following conditions:

1. Deposit – Any deposit currently on account shall be applied to current bill.
2. Outstanding Balances – A customer with an outstanding balance may elect to enter into a payment arrangement while maintaining service through the Prepay Debt Recovery Program. Up to 50% of payments made to Customer's account shall apply to outstanding balance until said balance is paid in full. Failure to pay outstanding balance in full shall result in termination of service until said balance is paid in full.
3. All Prepay Policies apply.

ii. Changing from Prepay to Conventional Service:

1. Customer must remain on Prepay for a minimum of 6 months before switching to conventional service.
2. All conventional service policies apply including deposit and connection fee.
3. Prepaid customers agree to maintain a positive balance and are subject to be disconnected with a balance below zero without further notice.

14. SERVICE CHARGES FOR TEMPORARY SERVICE: Customers requiring electric service for a period not exceeding sixty (60) days will be required by HSUD to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction and other temporary customers. Active customers who have had no late fees or disconnections within the past twelve-month billing history, no violation of these rules and regulation, and have previously paid a service deposit, are not required to pay another deposit for temporary service.

15. INTERRUPTION OF SERVICE: The HSUD will use reasonable diligence to provide a regular and uninterrupted supply of electric but, in case the supply of any of HSUD utilities should be interrupted, HSUD shall not be liable for any damages resulting from this interruption.

16. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. HSUD requires each customer; at his own expense, to install suitable apparatus which will be reasonably limit such fluctuations. Surge protection can be made available at requester's expense.

17. **ADDITIONAL LOAD:** The service connection, transformers, meters and equipment supplied by HSUD to each customer has definite capacity limitations, and no addition to the equipment or load connected thereto will be allowed except by consent of HSUD. Failure to give notice of additions or changes in load and failure to obtain consent for the same, shall render the customer liable for damage to any of HSUD'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 each customer shall be supplied exclusively by HSUD, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any party thereof.

19. **NOTICE OF TROUBLE:** Customer shall notify HSUD immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of Electric. Such notices, if verbal, should be confirmed in writing.

20. **NON-STANDARD SERVICE:** The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than on standard voltage, or for the supply or closer voltage regulation than required by standard practice. The HSUD may, at its discretion, provide and install the additional facilities monthly rental basis in lieu of payment of cost by the customer.

21. **METER TESTS:** The HSUD will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The HSUD will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of sixty dollars ($60.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the HSUD.

22. **FILING AND POSTING:** A copy of these Rules and Regulations, together with a copy of HSUD's Schedule of Rates and Charges, shall be kept open to inspection at the office of HSUD and made available on the Department's website.

23. **INFORMATION TO CONSUMERS:** Upon request by the customer of record, HSUD will make available a customer's electrical consumption data for the prior twelve (12) months period.

24. **SCOPE:** The Schedule of Rules and Regulations is a part of all contracts for electrical service from HSUD and applies to all services received from HSUD, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of HSUD Schedule of Rates and Charges, which was approved by the governing authority of the HSUD of Holly Springs, and shall be kept open to inspection at the office of HSUD Collections Office located at 1050 Hwy 4 East, and

found on our website – http://hsutilities.com. Furthermore, HSUD will provide information regarding rates, service practice policies, and guidelines to customers via the website – http://hsutilities.com and information including brochures and will be available in our office. A customer will also receive such information on rates and service practice policies upon application for electric services, and at any time upon request. All retail rate actions initiated by HSUD will be communicated to the public via our web-site – http://hsutilities.com and through advertisement in the "The South Reporter" publication.

25. **REVISIONS:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present Rules and Regulations.

26. **CONFLICT:** In case of conflict between any provision of any rate schedule and these Rules and Regulations, the rate schedule shall apply.

27. **TAMPERING WITH METERS:** If HSUD finds that there is reasonable grounds for believing that any meter or meters intended to measure or register the quantity of electric 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 the court of competent jurisdiction notwithstanding the administrative fee.

28. **ESTIMATING BILLS:** In the event that HSUD is unable to or prevented from reading a customer's meters, then the HSUD 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 this period. After the meters are read, the HSUD will notify the customer of any adjustment and amounts owed.

29. **COMPLAINT RESOLUTION:** 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 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.

30. **DEAD METER:** In the event that an electric meter malfunctions and ceases to operate, HSUD shall set a new meter at the residence or business. The Utility Department shall take meter readings covering a period of twenty-four (24) hours for the purpose of estimating an electric 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.

31. **TRANSFER OF SERVICE:** All residential customers making application to transfer utility services to a new service address are required to pay off their active account resulting in a zero balance before a new service address can be established for that customer.

32. **RESIDENTIAL PAYMENT AGREEMENTS:** HSUD understands that customers have hardships from time to time, and HSUD is willing to work with customers on payment arrangements. However, it is critical for customers to

understand the time to contact HSUD is before payments are late or a disconnection has occurred. Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer a grace period of seven (7) days beyond their scheduled disconnection date for non-payment. If a residential customer satisfactorily fulfills the terms of the "Late Payment Agreement", a total of four (4) "Late Payment Agreements" may be entered into over a 12-month period. New customers of HSUD are not allowed to sign a "Late Payment Agreement" for the first six (6) months of service. Customers who fail to comply with the terms of the "Late Payment Agreement", as agreed upon by the customer and HSUD, shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement "if HSUD is waiting on funds from service agencies on their active account. These agencies shall include Lift Inc., Salvation Army, Safe Inc., Dept of Human Services, and Churches.

Only in extenuating circumstances such as catastrophic illness, natural disaster, or fire damage will additional days and/or late payment agreements be authorized with the approval of the Manager of HSUD to assist customers in need.

The late payment penalty may be waived once per 12-month period provided that the customer has not been assessed a penalty in the preceding 12 months and no more than 3 penalty assessments in the preceding five years.

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES**: Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide HSUD with a letter from their Medical Doctor or Nurse Practitioner stating their medical condition requires electric current for the operation of said device. See section 13 of the Rules and Regulations regarding the "Request for Medical Postponement" and postponement of termination for up to 30 days for customers with certified medical hardships that have not provided payment of the bill. Customers that have received approval of a "Request for Medical Postponement" shall not be relieved from their obligation to pay their monthly utility bill.

34. **DECEASED CUSTOMER ACCOUNTS:** In the event a customer of HSUD is deceased, the account can remain active in the deceased customer's name for a period not to exceed 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 other 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.

35. **INCENTIVES AND REBATE PROGRAMS:** Qualifying residential customers are eligible to participate in any and all TVA incentive and/or rebate programs in which HSUD participates. All such program guidelines including eligibility requirements and duration are at the sole discretion of TVA and are subject to change periodically with or without notice.

36. **DISPUTED BILLS:** Any customer who questions the amount or correctness of charges on their bill should contact the Customer Service Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

37. **COLLECTION OF BAD DEBTS:** A separate late notice will be provided to all customers with an unpaid balance. This late notice will notify the customer of their disconnection date, which will be fifteen (15) days following the billing due date. A $25 service charge will be added to all accounts disconnected for non-payment during normal work-day hours and a $45 service charge will be assessed to all accounts disconnected for non-payment outside normal workday hours. Accounts requiring a lineman and bucket truck disconnect will be assessed a $100 service charge.

A collection letter (letter 1) shall be mailed to the customer 30 days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed 30 days following the date of the first collection letter (letter 1) if the account remains unpaid.

Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and the customer will be notified that the account will be given to a Collection Agency if the account is not paid within 30 days of the date of this letter.

From the disconnection date for non-payment, to the submission of the unpaid account to a Collection Agency, a total of 90 days will be given for the customer to provide payment or make payment arrangements. These unpaid accounts will be submitted to the HSUD Council of Holly Springs bi-annually for determination of final collection or potential legal action.

38. **INTERCONNECTION, METERING AND PARALLEL OPERATION AGREEMENTS:** HSUD working in conjunction with TVA allows customers to apply as an Interconnection Customer in order to self-generate and/ or sell the output of renewable generation that is owned and operated by the Interconnection Customer at the Interconnection Customer's presently metered location. An Interconnection, Metering and Parallel Operation Agreement is made and entered into between both parties. **See Appendix C - HSUD Interconnection, Metering and Parallel Operation Agreement.**

39. **SEVERABILITY:** These SPPs are adopted and approved the Board of Aldermen of the City of Holly Springs (Governing Authority). If any section(s) or portion(s) herein are deemed invalid or voided by regulatory action, court ruling or operation of law, remaining sections shall still be valid and applicable.

Appendix A - HSUD SCHEDULE OF RATES, CHARGES & FEES

The following Schedule of Customer Service Charges is fixed and established:

Meter Connection Charge	$ 25.00	Transfer Charge	$ 25.00
Late Notice Charge	$ 4.00	Meter Testing Charge	$ 60.00
Returned Check or Electronic Payment Charge	$ 30.00	Reconnection after hours & weekends	$ 45.00
Disconnection Fee for non-payment During regular hours, 8 am – 5 pm, M-F	$ 25.00	Reconnection for CT (current transformer) metering service during regular hours	$ 50.00
Reconnection for CT (current transformer) Metering service after regular hours & weekends	$ 75.00	Installation of underground primary electric lines (In excess of 200 ft)	$10.00 per ft
Disconnection for non-payment requiring a Bucket Truck	$100.00	Special Event Electric Service	$100.00
Permit Fee – CT Meter Can $135.00			
Minimum Charge for Theft of Electric or Water	$100.00		
Late fee after normal due date for all accounts	5%		

The following Schedule of Customer Deposits is hereby fixed and established:

Residential Electric	**Deposit**	**Credit Score**
$ 0		700 – 850
$ 200		650 – 699
$ 300		Less than 650

Residential Water	**Deposit**	**Credit Score**
$ 0		700 – 850
$ 75		650 – 699
$100		Less than 650

Additional deposits may be required if service is discontinued for non-payment. The deposit will be equal to two (2) month's average bill calculated based on prior twelve (12) months service history at the billing location.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history. If no prior billing history exists, the deposit will be estimated based upon the projected demand and energy usage for the proposed business consistent with similar types in the service territory.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" - Temporary	$250.00 (Fire Plug)
Water	$150. 00	Water 2" - Temporary	$500.00 (Fire Plug)

HSUD reserves the right to periodically review deposits and to add additional deposits to protect the HSUD on accounts that have inadequate surety deposits or poor pay history.

*Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with HSUD. All Certificates of Deposits must have the business name and HSUD on the face of the Certificate. HSUD Collection Department will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

Appendix A-1 - HSUD SCHEDULE OF RATES, CHARGES & FEES FOR PREPAID SERVICE

The following Schedule of Fees and Minimum Balances for Prepaid Service is hereby fixed and:

Meter Connection Charge	$ 25.00	Monthly Account Maintenance	$ 4.50
Meter Testing Charge	$ 60.00	Returned Check or Electronic Payment Charge	$ 30.00
Theft of utilities or tampering Minimum Charge	$100.00		

Minimum Account Credit Amounts*:

Establishment of new prepay account	$200.00
Establishment of new prepay account with Debt Recovery	$300.00 ($100 to old debt, $200 to new usage)
Reconnection of Disconnected Account	$ 50.00*
Minimum Payment	$ 20.00

Appendix B - HSUD REQUEST FOR MEDICAL POSTPONEMENT

HSUD allows for **postponement of shut off due to non-payment 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. HSUD will only grant this postponement for termination 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: _____

HSUD, ST, 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 HSUD.

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 HSUD 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
(Print Name)
Requiring HSUD for the above named customer/household member.

Duration of Medical Emergency:

(Maximum 30 days) _____

Physician Signature: _____ Date: _____

Business Name: _____ Phone: _____

Business Address: _____

HSUD, ST, Zip _____

_____

Return this form to: HSUD, P O Box 520, Holly Springs MS 38635

OR Fax: 662-252-7246

Appendix C - HSUD Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** HSUD and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as "Qualifying System" located at interconnection Customer's current metered location with gross power rating of _____kW and to be interconnected at _____ kV may be interconnected to HSUD electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until HSUD has received a completed certification of Completion, HSUD has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.

2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by HSUD and enters the wires or facilities provided by Interconnection Customer is the "Point of Interconnection." HSUD and Interconnection Customer agree to interconnect the "Qualifying System" at the point of Interconnection in accordance with this Agreement, HSUD's rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with HSUD Distributed Generation Interconnection Procedures.

3. **General Responsibilities of the Parties:**

    1. HSUD has reviewed the proposed Qualifying system as described in the attached Application for compliance with HSUD's Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

        1. The Qualifying System has been reviewed by HSUD based on the applicable codes and standards and has passed any applicable screening process in the HSUD Distributed Interconnection Procedures, or

        2. HSUD in agreement with Interconnection customer has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer's expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.

    2. Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance if its Qualifying System.

    3. HSUD shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in HSUD's judgment are needed to measure the electrical output from qualifying System. Thereafter, HSUD shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for HSUD's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify HSUD of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

The Interconnection Customer shall provide the HSUD of Holly Springs building code official inspection and certification of installation forms to HSUD. The certification shall reflect that HSUD of Holly Springs Code Official has

inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

Appendix D – Schedule of Amendment and Changes

11/21/2017 **REPLACED SECTION 35: "INCENTIVES AND REBATE PROGRAMS:** Qualifying residential customers are eligible to participate in any and all TVA incentive and/or rebate programs in which HSUD participates. All such program guidelines including eligibility requirements and duration are at the sole discretion of TVA and are subject to change periodically with or without notice."

> **Replacing: "ENERGY RIGHT" INCENTIVES AND REBATES:** Residential customers installing a new all electric "hot water heater" (minimum 30 gallon) are eligible to receive a $ 120.00 credit to their electric bill. Customer must provide HSUD with proof of purchase (copy of plumber's or supply house receipt). Also required is the model number, serial number, and energy factor."

ADDED APPENDIX D – SCHEDULE OF AMENDMENT AND CHANGES including all Amendments and/or Changes since July 1, 2017 and authorized administrative correction of any typographical and/or scriveners' errors without board action.

9/24/2017 **CORRECTED TYPOGRAPHICAL ERRORS (SECTION 13):** Corrected ZIP Code 38802 to 38635 and Customer Service Phone Number 662-841-6470 to 662-252-4411

9/6/2017 **ADDED SECTION 29: "COMPLAINT RESOLUTION.** 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 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.**"** *RENUMBER SUBSEQUENT SECTIONS*. **(APPROVED BY BOARD OF ALDERMEN AT REGULAR MEETING, SEPTEMBER 5, 2017)**

3/6/2018 **REVISED SECTION 32: "RESIDENTIAL PAYMENT AGREEMENTS:** HSUD understands that customers have hardships from time to time, and HSUD is willing to work with customers on payment arrangements. However, it is critical for customers to understand the time to contact HSUD is before payments are late or a disconnection has occurred. Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer a grace period of seven (7) days beyond their scheduled disconnection date for non-payment. If a residential customer satisfactorily fulfills the terms of the "Late Payment Agreement", a total of four (4) "Late Payment Agreements" may be entered into over a 12-month period. New customers of HSUD are not allowed to sign a "Late Payment Agreement" for the first six (6) months of service. Customers who fail to comply with the terms of the "Late Payment Agreement", as agreed upon by the customer and HSUD, shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement "if HSUD is waiting on funds from service agencies on their active account. These agencies shall include Lift Inc., Salvation Army, Safe Inc., Dept of Human Services, and Churches.

Only in extenuating circumstances such as catastrophic illness, natural disaster, or fire damage will additional days and/or late payment agreements be authorized with the approval of the Manager of HSUD to assist customers in need.

The late payment penalty may be waived once per 12 month period provided that the customer has not been assessed a penalty in the preceding 12 months and no more than 3 penalty assessments in the preceding five years."

Replacing: "RESIDENTIAL PAYMENT AGREEMENTS: HSUD understands that customers have hardships from time to time, and HSUD is willing to work with customers on payment arrangements. However, it is critical for customers to understand the time to contact HSUD is before payments are late or a disconnection has occurred. Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer a grace period of seven (7) days beyond their scheduled disconnection date for non-payment. If a residential customer satisfactorily fulfills the terms of the "Late Payment Agreement", a total of three (3) "Late Payment Agreements" may be entered into over a 12-month period. New customers of HSUD are not allowed to sign a "Late Payment Agreement" for the first six (6) months of service. Customers who fail to comply with the terms of the "Late Payment Agreement", as agreed upon by the customer and HSUD, shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement "if HSUD is waiting on funds from service agencies on their active account. These agencies shall include Lift Inc., Salvation Army, Safe Inc., Dept of Human Services, and Churches.

Only in extenuating circumstances such as catastrophic illness, natural disaster, or fire damage will additional days and/or late payment agreements be authorized with the approval of the Manager of HSUD to assist customers in need."

1/7/2020