



"Pioneers In America's Rural Electrification"

Member/Customer Policy Manual

October 6, 2021

Adopted by the Board of Directors of Pontotoc Electric Power Association on October 6, 2021
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Introduction and Disclaimer and Severability

This Member/Customer Policy Manual is a compilation of supplemental policies adopted by the Board of Directors of Pontotoc Electric Power Association relating to member/customers of Pontotoc Electric Power Association. This Member/Customer Policy Manual is not intended to duplicate or serve in the place of existing documents containing the laws, rules, regulations and policies of the state of Mississippi, the Mississippi Code, the Association's Articles of Incorporation, the Association's By-laws, the Tennessee Valley Authority's guidelines incorporated in the current TVA/Power Distributor Contract, and applicable regulations of the Mississippi Public Service Commission. The purpose of this manual is generally to provide the member/customer with a copy of additional rules, regulations and policies, adopted by the Association's Board of Directors under the power granted to the Association's Board of Directors in the Association's By-laws in Article IV, Section 7 – Rules, Regulations and Policies, as the Board of Directors may deem necessary for the management, administration and regulation of the business and affairs of the Association.

Although these policy statements, as outlined in this manual, are deemed to be complete at the time of their adoption, they are subject to revision, alteration, addition, deletion and/or amendment, as judged appropriate by the Board of Directors of Pontotoc Electric Power Association, and will conform in general to the laws of the state of Mississippi, the Mississippi Code, the Association's Articles of Incorporation, the Association's By-laws, the Tennessee Valley Authority guidelines incorporated in the current TVA/Power Distributor Contract, and where applicable the regulations of the Mississippi Public Service Commission. Following its official adoption by the Association's Board of Directors, copies of this Member/Customer Policy Manual will be made available to any Pontotoc Electric Power Association member/customer upon request. However, Pontotoc Electric is under no responsibility to notify anyone of any future revisions, additions, deletions or amendments to this Member/Customer Policy Manual. Pontotoc Electric Power Association will then only furnish copies of such future revisions, additions, deletions, and/or amendments when specifically requested by the member/customer in writing, and then only when the specific request is made **following** the adoption of such revision, addition, deletion and/or amendment. Pontotoc Electric Power Association, as it determines appropriate, will utilize channels such as mail, radio, television, newsletters (Today in Mississippi), and its website (www.pepa.com) to inform member/customers about rates, local rate adjustments, and changes in service policies.

In the event that any provision of this Member/Customer Policy Manual, or the application thereof, becomes or is declared by a court of competent jurisdiction, or by the regulatory role of the Tennessee Valley Authority, to be illegal, void or unenforceable, the remainder of these Policies or portions thereof will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the Policy(s). In the event any such provision becomes void or unenforceable, Pontotoc Electric Power Association will, as much as practical, replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Office Hours and Holiday Observance

Pontotoc Office

12 South Main Street
Pontotoc, Mississippi 38863

Inside Payment Stations, Service Department, and Sidewalk Walk-up Payment Window available

Office Hours: Monday through Friday, 7:30 a.m. to 4:30 p.m.
Saturday and Sunday – Closed

Bruce District Office and Operations Warehouse

129 South Newberger Street
Bruce, Mississippi 38915

Inside Payment Stations, Service Department, and Drive-through Payment Window available

Office Hours: Monday through Friday, 7:30 a.m. to 4:30 p.m.
Saturday and Sunday – Closed

Pontotoc Construction and Operations Warehouse

930 Highway 41
Pontotoc, Mississippi 38863

Hours of Operation: Monday through Thursday, 7:00 a.m. to 5:00 p.m.,
Friday, 7:00 a.m. to 4:00 p.m.
Saturday and Sunday – Closed

Line Crew, Service Crew, Right-of-Way Crew, Engineering, Purchasing, Meter Shop, Safety Coordinator

Holiday Closings

New Year's Day – January 1st
Martin Luther King, Jr. Day – Third Monday in January
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Friday Following Thanksgiving Day
Christmas Eve – December 24th
Christmas Day – December 25th

Service Practice Policies

Currently in effect as of April 2015 and including proposed revisions subject to approval of the Tennessee Valley Authority and the Pontotoc Electric Power Association Board of Directors

1. APPLICATION FOR SERVICE

Each prospective customer desiring electric service may be required to sign Pontotoc Electric's standard form of application for service or contract before service is supplied by Pontotoc Electric.

2. DEPOSIT REQUIREMENTS

See Service Policy No. 1, entitled Deposits, for information.

3. INFORMATION TO CONSUMERS

Pontotoc Electric Power Association shall upon request give its customers such information and assistance as may be reasonable so customers may obtain efficient and reasonably adequate service. Pontotoc Electric will reasonably inform customers about rates and service practice policies by making such information available upon application for service and at any other time upon request. Pontotoc Electric, upon request, will provide a statement on the monthly consumption for the prior 12 months if it is reasonably ascertainable. Pontotoc Electric, as it determines appropriate, will utilize channels such as mail, radio, television, and website (www.pepa.com) to inform customers about rates, local rate adjustments, and service policies.

Residential customers may designate in writing another person to receive all notices regarding past due bills and disconnection of service. Once that designation has been made, any changes in name or other essential information about the designated person must be made in writing on the Pontotoc Electric Designation Form. In the event a customer designates someone to receive notices on their behalf, notices will only be sent to the designated person and only the designated person will be contacted. The customer should consider carefully when choosing a designated person to receive the customer's notices and act on the customer's behalf due to the seriousness of relinquishing the customer's individual decision-making power. Pontotoc Electric will not be responsible for differences of opinions, misunderstandings, failure to act responsibly, failure to act in a timely manner, or any other consequence that results from an action, or the lack thereof, between the customer and their designated person.

COMPLAINTS – Pontotoc Electric shall make a full and prompt investigation of all complaints made by its customers either directly or through other channels. Pontotoc Electric shall keep a record of all complaints to include the name and address of the complainant, the date and character of the complaint, the adjustment or disposal made thereof, and the date of such adjustment or disposal. For purposes of this rule, the word "complaint" shall be construed to mean an objection to the application and/or computation of charges, facilities, or service of Pontotoc Electric made during office hours to an employee on duty.

COMPLIANCE BY CUSTOMER – Pontotoc Electric may decline to serve a customer or prospective customer until the customer has complied with all state and/or municipal regulations governing the service applied for and has also complied with the reasonable Rules and Regulations of the utility.

INADEQUATE FACILITIES – Pontotoc Electric may decline to serve an applicant for service, or materially change the service of any customer, if in its judgment, it does not have adequate facilities to render the service applied for or the desired service is of such character that it is likely to affect unfavorably the service to other customers; provided if Pontotoc Electric is otherwise obligated to serve the applicant or change the service of the customer, it shall do so as it may reasonably provide the required facilities.

HAZARDOUS EQUIPMENT – Pontotoc Electric may refuse to serve a customer if, in its best judgment, the customer’s installation of equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (This shall not be construed as any duty upon Pontotoc Electric to determine the safety or suitability of a customer’s installation of equipment for the use intended.)

FOR INDEBTEDNESS – Pontotoc Electric may decline to serve any applicant who is indebted to the utility for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the deposit covering the amount of the disputed bill. Service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the deposit covering the amount of the disputed bill shall be promptly repaid to the customer if the investigation reveals that Pontotoc Electric was in error.

VIOLATION OF RULES AND REGULATIONS – Pontotoc Electric shall have the right to discontinue service to any customer for violation of its Rules and Regulations or for nonpayment of bills, but only after first using due diligence to give the customer notice of such violation or delinquency and reasonable opportunity to comply with its Rules and Regulations or pay the bills. Such reasonable notice is considered to be at least five (5) days written notice provided to the customer by Pontotoc Electric. This notice shall include a date on or after which discontinuance may occur. Such notice will be given by Pontotoc Electric by mailing by U. S. mail, postage prepaid, to the known address of the customer or providing a door hanger at the service location. In the event of fraudulent, careless, negligent, or unlawful use of the commodity or service, or where a dangerous condition is found to exist on the customer’s premises, service may be discontinued without advance notice.

Pontotoc Electric shall not discontinue service for nonpayment of bills to a residential customer on any Saturday or Sunday or any holiday observed by Pontotoc Electric unless Pontotoc Electric is open to accept payment (including, but not limited to, a money order) and restore service on those days.

Pontotoc Electric shall reconnect service in a prompt and efficient manner no later than the first business day after the balance due has been received by Pontotoc Electric, except under extreme circumstances where ongoing restoration efforts prevent reconnection from occurring within that time period.

The issuance of a bad check is considered a fraudulent transaction, and in such case, service may be disconnected after a notice has been mailed to the account holder. A notice of the bad check will be sent to the billing address of the customer by letter deposited with the United States Postal Service by regular mail delivery on the same business day upon notification by the bank. The customer will have seven calendar days from the day that the check or bank draft was returned to Pontotoc Electric to pay the amount, plus the amount of the Returned Check Fee. If the bill remains unpaid, on the next business day following the last day to pay the returned check, the customer’s electric service will be terminated.

PAYMENT OF DELINQUENT ACCOUNTS – A customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service. Residential customers shall have the right to negotiate with Pontotoc Electric a delayed payment plan to avoid discontinuation of service for a delinquent account in accordance with Pontotoc Electric’s terms and conditions.

Pontotoc Electric shall not discontinue service to a residential customer for failure to pay a delinquent account if the residential customer has been approved for Low Income Home Energy Assistance Program (LIHEAP) benefits in an amount equal to the delinquent balance, payable within thirty (30) days, and the notice of the approval has been provided to Pontotoc Electric.

Whenever Pontotoc Electric dispatches an employee to the premises of any customer for the purpose of discontinuing service for nonpayment, and the payment of such account is made to such employee without service actually being disconnected, a service fee shall be added to and collected as a part of such delinquent account to cover, in part, the cost of dispatching such employee to the customer's premises.

When service has actually been discontinued on account of the failure of the customer to pay a delinquent account or for any other reason without fault of Pontotoc Electric, if the customer desires the service to be restored at the same location, Pontotoc Electric shall require the customer to pay an additional reconnection charge. The charges set forth in this paragraph will be decided by the governing board of Pontotoc Electric and may be changed from time to time by that board. Upon request of the customer, a schedule of current fees will be provided by Pontotoc Electric and is also available on the Pontotoc Electric website (www.pepa.com).

NOTICE OF DELINQUENCIES – Notice of delinquencies shall be considered to be given to the customer when a copy of such notice is left with such customer, left at the premises where service is provided, posted in the U. S. mail addressed to the customer at his last known address, or given by placing either a live or pre-recorded telephone message to a telephone number on record with the Association. It shall be the customer's responsibility to notify Pontotoc Electric of any changes in mailing addresses and telephone numbers.

CHANGE IN LOCATION OF SERVICE OR PREMISES SERVED – When at a customer's request, the utility changes the location or premises at which service is rendered, the service at the new and old locations or premises and the account therefore shall, for the purposes of these rules, be deemed one service and one account, and the change of the location or premises to which service is rendered shall not be deemed to affect the rights of Pontotoc Electric with regard to the application of deposit or discontinuance of service for non-payment of the account.

4. BILLING

RENDERING AND FORM OF BILLS – Bills to customers shall be rendered regularly and shall show the meter reading and date at the end of the period covered by the bill, the quantity consumed, the gross and/or net amount of the bill, the dates of the bill or of delinquency, and if practicable, the designation of the applicable rate schedule and other essential facts upon which the bill is based. Failure to receive a bill will not release the customer from payment obligation. Should bills not be paid by due date specified on bill, Pontotoc Electric may at any time thereafter, upon five (5) days written notice to customer, discontinue service. Bills paid after the due date specified on the bill may be subject to additional charges. Such additional charges may apply to remittances received by mail after the due date. Should the due date of the bill fall on Saturday, Sunday, or holiday observed by Pontotoc Electric, the next business day following the due date will be held as a day of grace for delivery of payment. Pontotoc Electric will have a standard net payment period for residential customers of not less than 15 days, and for other classes of service not less than 10 days, after the date of the bill. Pontotoc Electric may establish for any class of service a late payment charge of no more than five (5) percent for any portion of the bill paid after the net payment period.

DISPUTED BILLS – In the event of a dispute between the customer and Pontotoc Electric regarding any bill, Pontotoc Electric shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the customer. When the amount to be paid is in question, the customer may make a deposit with Pontotoc Electric covering the amount of the disputed bill whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the customer shall be promptly repaid.

SEPARATE METERING AND BILLING – Separate customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Such premises shall be considered separate when not on the same tract or contiguous tracts of land, or served from separate services, or when each is a complete unit not physically integrated with, or essentially a part of the other or others. Tracts of land separated by public streets, roads, or alleys shall be considered non-contiguous tracts. This rule does not require that existing office or apartment buildings separate the services to each office or apartment in the individual buildings.

5. TERMINATION OF SERVICE

TERMINATION OF SERVICE – Pontotoc Electric 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 the customer or contract with the customer. The discontinuance of service by Pontotoc Electric for any causes as stated in this rule does not release the customer from his obligation to Pontotoc Electric for the payment of minimum bills as specified in the application of the customer or contract with the customer. Service may not be terminated for nonpayment of a bill except after affording the affected customer due process. Reasonable prior written notice (including notice of available rights and remedies) shall be given before termination for nonpayment.

POSTPONEMENT OF TERMINATION FOR MID-WINTER PERIOD – For the months of December, January, February, and March of each year, residential customers who are unable to pay the full amount of their Pontotoc Electric bill because of extreme financial difficulty may qualify for the mid-winter rule which prohibits disconnection of service in those cases where the customer has complied with the following:

1. The customer shall inform Pontotoc Electric of the customer's inability to pay the power bill in full due to extreme financial difficulty and shall, prior to the cutoff time provided in the notice of cutoff, complete and sign a financial hardship form available from Pontotoc Electric.
2. Upon receipt of the above, Pontotoc Electric shall be prohibited from disconnecting the customer's service during the months of December, January, February, and March if the customer agrees to the following extended payment plan:
 - a. First, the customer shall pay Pontotoc Electric in full all amounts due on utility bills rendered to the customer prior to November 11th.
 - b. Second, Pontotoc Electric shall determine the monthly amount the customer would pay for power under Pontotoc Electric's level payment plan as provided for in Pontotoc Electric's filed tariff or by adding the amounts charged to the customer for power service for the previous 12 months and dividing the sum by twelve. If the customer has not received service from Pontotoc Electric for a sufficient period of time to determine a level payment amount for that specific customer, Pontotoc Electric will use a level payment amount for an average residential customer in the same geographical location.
 - c. Third, the customer shall enter into a special payment plan, the first payment of which will be due upon execution of the plan, under which the customer shall pay Pontotoc Electric a sum equal to 133% of the levelized billing amount for the customer until such time as all amounts due to Pontotoc Electric from previous power service have been paid and the customer is current in his power bill. Thereafter, at the option of Pontotoc Electric, the customer may be required to participate in Pontotoc Electric's level payment plan and shall pay the utility each month, the levelized billing amount applicable to that particular customer.

3. Should the customer enter into an agreement with Pontotoc Electric as set forth above and fail to abide by the terms of that agreement, Pontotoc Electric shall have the right to terminate service to the customer after giving at least five days written notice to the customer. Provided, however, a customer's service shall not be terminated under circumstances during the months of December, January, February, or March if the customer has provided Pontotoc Electric with a Medical Hardship Form completed and signed by a licensed physician certifying that the discontinuance of domestic heating service to the customer would create a medical emergency for the customer or any member of the customer's household. The physician must be licensed in Mississippi or one of the states adjoining Mississippi. Medical Hardship Forms are available at Pontotoc Electric offices in Pontotoc and Bruce. The Medical Hardship Form signed on behalf of a licensed physician must be presented to Pontotoc Electric as an original document and bearing the original signature of the licensed physician.
4. Any customer claiming the benefit of the "medical hardship" exception to this rule shall not have service terminated following the expiration of the mid-winter period if, by April 1st following the mid-winter period the customer agrees to pay, and does pay, to Pontotoc Electric a sum equal to 133% of the levelized billing amount provided for above from and after April 1st and until such time as all amounts due Pontotoc Electric for previous power service have been paid and the customer is current in his power bill.
5. Pontotoc Electric shall issue a receipt to the customer acknowledging receipt of the Medical Hardship Form delivered by the customer pursuant to this rule.
6. Any customer claiming the privilege of this rule may be required to sign a waiver permitting Pontotoc Electric to obtain income or benefit information from any public or private agency or from any private employer. Pontotoc Electric shall not divulge this information to any person or entity other than the customer or the Public Service Commission without the consent of the customer.
7. Notwithstanding any other provision of this rule to the contrary, a customer shall not be allowed to carry forward any unpaid balance due under the provisions of this plan beyond December 1st of the following winter season.
8. Nothing herein shall prevent Pontotoc Electric and the customer from agreeing on a different payment plan more acceptable to the customer than the plan set forth above.

POSTPONEMENT OF TERMINATION FOR MEDICAL HARDSHIP – In the event of life-threatening medical situation, Pontotoc Electric shall not discontinue service to any residential customer for a period of 30 days for nonpayment when Pontotoc Electric receives the signed and completed Medical Hardship Form from a physician licensed to practice in the state of Mississippi or any adjoining state certifying that discontinuance of service would create a life-threatening situation for the customer or other permanent resident of the customer's household. The Medical Hardship Form must be presented to Pontotoc Electric as an original document and bearing the original signature of the licensed physician.

Pontotoc Electric shall provide and make available the Medical Hardship Form to its customers at all offices for use by the customer in certifying the life-threatening situation. Pontotoc Electric shall issue a receipt to the customer acknowledging receipt of the signed and completed Medical Hardship Form pursuant to this rule.

If full payment of the past due amount is not received by the end of the postponement period, electrical service will be disconnected with no prior written notice. This postponement is allowed no more than two (2) times per twelve (12) month period.

NON-UTILITY SERVICE – Pontotoc Electric shall not discontinue service to any customer for failure to pay Pontotoc Electric for non-utility services or products. However, failure by the customer to pay for non-utility services or products can render the customer in not-of-good-standing with Pontotoc Electric, and Pontotoc Electric shall not have any duty to provide any future electric service or change in location of electric service to any customer who is not-of-good-standing until all past indebtedness has been paid in full.

POSTPONEMENT OF TERMINATION FOR EXTREME WEATHER – Pontotoc Electric shall not discontinue power service to a residential customer for nonpayment of bills if, as of 8:00 a.m. on the scheduled disconnection day, a Freeze Warning has been issued by the National Weather Service for the county of the scheduled disconnection.

Pontotoc Electric shall not discontinue power service to a residential customer for nonpayment of bills if, as of 8:00 a.m. on the scheduled disconnection day, an Excessive Heat Warning has been issued by the National Weather Service for the county of the scheduled disconnection.

Nonpayment of bills on the scheduled disconnection day is defined as the discontinuation of electric service on the date that the account would have normally been terminated. This exemption for temperature does not apply to discontinuation of service due to other reasons such as bad checks, meter tampering, theft of electricity, electrical safety issues, or failure to fulfill an extended payment agreement.

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 the contract term will not relieve the customer from any minimum or guaranteed payment under any contract or rate.

6. POINT OF DELIVERY

The point of delivery is the point, as designated by Pontotoc Electric, 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 the customer at no expense to Pontotoc Electric.

7. CUSTOMER'S WIRING STANDARDS

All wiring must conform to Pontotoc Electric's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

8. SYSTEM PROTECTION

Pontotoc Electric shall install only such system protective devices that it deems necessary to protect Pontotoc Electric's transformers, lines, secondaries, services, and equipment on the utility side of the 'service point.' It is the customer's responsibility to install such protective equipment on the customer's side of the 'service point' to protect the customer's wiring, equipment, property, and personnel against overcurrents, over and under voltage, sags and surges, transient voltages and currents, phase or ground faults, and single-phasing. Pontotoc Electric shall not be responsible for failure of the customer to provide, inspect, and properly maintain said customer's protective devices, or any loss or injury resulting thereof. Any claim for negligence upon Pontotoc Electric must be supported by 'clear and convincing evidence' and not by 'circumstantial evidence' or 'a preponderance of the evidence'.

9. INSPECTION

Pontotoc Electric 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 Pontotoc Electric's standards; but such inspection or failure to inspect or reject shall not render Pontotoc Electric liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliance, or from violation of Pontotoc Electric's rules, or from accidents which may occur upon the customer's premises.

10. UNDERGROUND SERVICE LINES

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

11. CUSTOMER'S RESPONSIBILITY FOR PONTOTOC ELECTRIC EQUIPMENT

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

12. RIGHT TO ACCESS

Pontotoc Electric's identified employees shall have access to the customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Pontotoc Electric.

13. CONNECTION, RECONNECTION, AND DISCONNECTION CHARGES

Pontotoc Electric may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting and reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours or when special circumstances warrant.

14. SERVICE CHARGES FOR TEMPORARY SERVICE

Customers requiring electric service on a temporary basis may be required by Pontotoc Electric 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 the like.

15. INTERRUPTION OF SERVICE

Pontotoc Electric will use reasonable diligence in supplying current but shall not be liable for breach of contract in the event of loss, injury, or damage to persons or property resulting from interruptions in service, shortage of electricity, excessive or inadequate voltage, single-phasing, acts of God, acts of terrorists, severe weather conditions, excessive heat or cold, or otherwise unsatisfactory service unless caused by sole and gross negligence on the part of Pontotoc Electric. Any claims of sole and gross negligence on the part of Pontotoc Electric must be proven only by 'clear and convincing evidence' and not by 'a preponderance of the evidence' or 'circumstantial evidence.'

16. SHORTAGE OF ELECTRICITY

In the event of any emergency or other condition causing a shortage in the amount of electricity for Pontotoc Electric to meet the demand on its system, Pontotoc Electric may, by an allocation method deemed equitable by Pontotoc Electric, fix the amount of electricity to be made available for use by the customer and/or may otherwise restrict the time during which the customer may make use of electricity and the uses which 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 the public health, safety, and welfare. If the customer fails to comply with such allocations or restrictions, Pontotoc Electric 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.

17. VOLTAGE FLUCTUATION CAUSED BY CUSTOMER

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Pontotoc Electric's system. Pontotoc Electric may require the customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

18. ADDITIONAL LOAD

The service connection, transformers, meters, and equipment supplied by Pontotoc Electric for each customer have definite capacity, and no addition to the equipment of load connected thereto will be allowed except by consent of Pontotoc Electric. Failure to give notice of additions or changes in load, and to obtain Pontotoc Electric's consent for same, shall render the customer liable for any damage to any of Pontotoc Electric's lines or equipment caused by the additional or changed installation.

19. STANDBY AND RESALE SERVICE

All purchased electric service (other than emergency or standby service) used on the premises of the customer shall be supplied exclusively by Pontotoc Electric, and the customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

20. NOTICE OF TROUBLE

The customer shall notify Pontotoc Electric immediately should 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.

21. 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 regulations than required by standard practice. Pontotoc Electric reserves the right to refuse to supply a non-standard voltage to those not normally found in the southeastern United States. Pontotoc Electric may also refuse to supply a 'standard' voltage to a particular installation where it would be unusual by standard practice for that particular installation to utilize such a voltage, or where such requested voltage or phasing is not readily available at that geographic location.

22. METER TESTS

Pontotoc Electric will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. Pontotoc Electric will make additional tests or inspections of its meters at the request of the customer. One such test per year will be at no expense to the customer. If tests made at the customer's request show that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in the customer's bill and the cost of testing will be paid by the customer, after the first test in any year. In case the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the customer's bill over a period of not more than thirty (30) days prior to the date of such test, and the cost of making the test shall be borne by Pontotoc Electric.

23. RELOCATION OF OUTDOOR LIGHTING FACILITIES

Pontotoc Electric may, at their option and upon request by the customer, relocate or change existing Pontotoc Electric-owned equipment. The customer shall reimburse Pontotoc Electric for such changes at actual cost including appropriate overheads.

24. BILLING ADJUSTED TO STANDARD PERIODS

The demand charges and blocks in 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 excepted), and final billings of all accounts (temporary service excepted), where the period covered by the billings 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.

25. RESIDENTIAL ENERGY SERVICES PROGRAM

Pontotoc Electric, in fulfillment of the purposes and provisions of the Tennessee Valley Authority Act and as part of its electric service, participates in TVA's residential energy services program. Pontotoc Electric makes available resources for members to improve the energy efficiency of their homes, subject to the provisions of the Residential Energy Services Program. Pontotoc Electric may also make available incentives to participants to encourage the installation and efficient use of electric appliances and devices in dwellings.

26. SCOPE

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

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 rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

Service Policy No. 1

Effective Date December 1, 2015

SUPERCEDES POLICY DATED OCTOBER 2, 1986

DEPOSITS

1. Deposits are to be applied without regard to race, color, creed, sex, age, national origin, or marital status.
2. All new residential customers or residential customers that have had service terminated for more than 30 days due to the non-payment of a bill and wish to be reconnected are required to provide a cash deposit of \$200 which is based on the residential class average.
3. For non-residential customers, a cash deposit or suitable guarantee equal to one times the highest monthly bill will be required. In the event that no prior billing history exists, the deposit amount will be estimated based on similarly sized buildings and estimated energy takings.
4. In a 12-month period, if there is more than one disconnection for nonpayment or more than three months in which late payment charges were applied, the non-residential customer's deposit amount may be increased to two times the highest monthly bill based on prior billing history.
5. In no case will a deposit for non-residential accounts be greater than two times the highest monthly bill.
6. Suitable guarantees include but are not limited to cash deposited with Pontotoc Electric Power Association, surety bonds issued for an initial minimum of three years and guaranteed renewable, irrevocable letters of credits from banks guaranteeing payment of bills, property liens, and certificates of deposit in a local bank in the name of Pontotoc Electric Power Association.
7. Cash deposits made by members which are greater than a one-month average bill and are held by Pontotoc Electric Power Association for one (1) year or longer shall earn simple interest at a rate approved annually by the Board of Directors of Pontotoc Electric Power Association. The rate to be paid shall be comparable to but not lower than the average of the market rates of the interest earned during the preceding year on bank accounts of the Association. The Association reserves the right to round this rate to the nearest one-tenth of one percent.
8. Interest earned on deposits shall be accrued annually on a calendar-year basis and credited to the customer's electric account or paid in cash as soon as practicable, but no later than June 30th of the following year.
9. Upon termination of electric service, the deposit and any accrued interest may be applied against any unpaid bill of the customer and for damage and loss of all utility property. If any balance remains after such application is made, said balance shall be refunded to the customer.

10. Upon request, the deposit balance including earned interest is available for review by the customer and Pontotoc Electric Power Association. Deposit amounts may be increased or decreased based on a review of customer's usage and payment history.

11. Residential customers may negotiate monthly installments for initial service deposits in excess of \$100, provided that the entire amount of the deposit is paid within 60 days. Pontotoc Electric Power Association will also allow installment payments for residential deposits in cases of residential hardships such as hospice care, certified victims of domestic violence, and catastrophic loss of a residence due to fire, hail, flooding, tornados, or other weather-related disasters. For residential hardship cases, the full deposit must be paid within 65 days from the date that electric service commences.

12. Pontotoc Electric Power Association shall keep records to show (1) the name of the customer making the deposit, (2) the account number or other identification of the premises occupied by the customer making the deposit, (3) the amount and the date of making the deposit, and (4) a record of each transaction concerning the deposit.

13. Pontotoc Electric shall issue to every customer from whom a deposit is received a non-assignable receipt. Pontotoc Electric shall provide reasonable ways and means whereby the depositor who makes application for the return of his deposit or any balance to which he is entitled but is unable to produce the original receipt may receive his deposit or balance.

14. In addition to applicable deposits, a membership fee in the amount of \$50 is required of all applicants for service before service is connected.

Schedule of Fees

| | |
|--|--|
| Residential Membership Fee | \$50 |
| Residential Deposit Fee | \$200 for all new residential customers or residential customers that have service terminated for more than 30 days due to non-payment of a bill and wish to be reconnected. |
| Non-Residential Membership Fee | \$50 |
| Returned Check Fee | \$35 |
| Payment Extension Fee | \$15 |
| Initial Service Connection Fee | \$15 |
| Service Reconnection Fee | \$30 |
| Security Light on Rental Property Installation Fee | \$50* – increases to \$100 on November 1, 2021 |
| Late Payment | 5% for any portion of the bill paid after the net payment period |
| Pay-by-Phone fee | \$4.50 per phone transaction per card |
| Internet or IVR Bill Payment Fee using debit or credit card | \$3.95 per transaction |
| Internet or IVR Bill Payment Fee using checking or savings account | \$2.35 per transaction |
| Non-Residential Customer Deposit | A cash deposit or suitable guarantee equal to one times the highest monthly bill will be required. In a 12-month period, if there is more than one disconnection for non-payment or more than three months in which late payment charges were applied, the non-residential customer's deposit amount may be increased to two times the highest monthly bill based on prior billing history. In no case will a deposit for non-residential accounts be greater than two times the highest monthly bill. |

Note: Any or all of these fees may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

CUSTOMER'S STATEMENT OF EXTREME FINANCIAL DIFFICULTY

CUSTOMER NAME _____

SERVICE LOCATION _____

NUMBER AND STREET OR RURAL ROUTE _____
(if different from service location) _____ COUNTY _____

CITY _____ STATE _____ ZIP _____ PHONE NUMBER () _____

PONTOTOC ELECTRIC POWER ASSOCIATION: ACCOUNT NUMBER _____

CUSTOMER SOCIAL SECURITY NUMBER _____

OR
CUSTOMER DRIVER LICENSE NUMBER _____

DESCRIPTION AND CERTIFICATION OF EXTREME FINANCIAL DIFFICULTY (ATTACH ADDITIONAL SHEETS IF NECESSARY)

By my signature below, I certify that the above statements, with attachments, are true and correct to the best of my knowledge. I understand that this statement does not remove my obligation to pay for services rendered or to be received from Pontotoc Electric Power Association. In consideration of this statement, if accepted as proof of need by, Pontotoc Electric Power Association, I understand and agree, pursuant to Rule 8.120.1 of the Mississippi Public Service Commission's January 18, 2012, Public Utilities Rules of Practice and Procedure, that my account will be set up under the Company's Level Payment Plan, or such other payment plan as may be agreed to by both myself and Pontotoc Electric Power Association, and that failure to comply with the terms established will result in the discontinuance of my electric utility service.

SIGNED _____ DATE _____

PRINT NAME HERE _____

Sworn to and subscribed before me, on this the _____ day of _____, 20 _____.

NOTARY PUBLIC
My commission expires: _____

*****OFFICE USE ONLY*****

DATE RECEIVED _____ BY _____ ACCOUNT STATUS _____

APPROVED _____ BY _____ DATE _____

CUSTOMER ADVISED _____ BY _____ DATE _____

CERTIFICATE OF MEDICAL EMERGENCY

CUSTOMER NAME _____

SERVICE LOCATION _____

NUMBER AND STREET OR RURAL ROUTE
(if different from service location) _____ COUNTY _____

CITY _____ STATE _____ ZIP _____ PHONE NUMBER () _____

PONTOTOC ELECTRIC POWER ASSOCIATION: ACCOUNT NUMBER _____

CUSTOMER SOCIAL SECURITY NUMBER _____

OR

CUSTOMER DRIVER LICENSE NUMBER _____

MEMBER IN HOUSEHOLD WITH MEDICAL CONDITION _____

RELATIONSHIP TO CUSTOMER NAME LISTED ABOVE _____

STATEMENT OF LICENSED PHYSICIAN

By my signature, given below, I certify that my records indicate that _____, who is currently under my care, resides at the above referenced household. I further certify that the discontinuance of electric utility service to this household would create a life threatening medical situation for the customer or a permanent resident of the household, due to the absence of a domestic heating and/or cooling source, pursuant to Rule 8.125.1 (a) (b) of the Mississippi Public Service Commission’s January 18, 2012, Public Utilities Rules of Practice and Procedure.

SIGNED _____ DATE _____

PRINT NAME _____ PHONE NUMBER () _____

NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM PONTOTOC ELECTRIC POWER ASSOCIATION. CONTINUANCE FOR ELECTRIC SERVICE GRANTED HEREIN IS FOR ONE 60 DAY PERIOD ONLY.

Medical Hardship Form

| | | |
|--|--------|---------------------------|
| PART 1: ALL INFORMATION IS REQUIRED | | |
| Customer Name <i>(name on electric account):</i> | | |
| | | |
| Patient's Name: <i>(name of patient who is living permanently at the Service Address and who needs critical care or chronic condition status. The patient may be the same person as the customer.)</i> | | |
| | | |
| Service Address: <i>(found on your electric bill)</i> | | |
| | | |
| City: | State: | Zip: |
| Mailing Address: <i>(if different from service address)</i> | | |
| | | |
| City: | State: | Zip: |
| | | |
| Account Number: <i>(found on your electric bill)</i> | | |
| | | |
| Customer Primary Phone: | | Customer Alternate Phone: |
| | | |
| Customer: | | |
| I have read, understood, and certified the information provided on this application is correct. | | |
| | | |
| Customer Printed Name: | | |
| | | |
| Signature: | | Date: |
| | | |
| Patient/Patient's Guardian, Parent, or Managing Conservator: | | |
| I have read, understood, and certified the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application. | | |
| | | |
| Printed Name <i>(required even if same person as customer)</i>: | | |
| | | |
| Signature <i>(signature required even if same person as customer)</i>: | | |
| | | |
| Date: | | |
| | | |
| (over, please) | | |
| | | |

Medical Hardship Form

| | | | |
|---|-----|---------------|--|
| PATIENT'S NAME: | | | |
| CUSTOMER NAME: | | | |
| PART 2: ALL INFORMATION IS REQUIRED | | | |
| | YES | NO | |
| OPTION 1: The patient is dependent upon an electric-powered medical device <u>to sustain life.</u> | | | |
| AND/OR | YES | NO | |
| OPTION 2: The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. It is the professional opinion of the licensed physician that failure to provide electricity to the medical device or electric heating or cooling equipment would result in a life-threatening situation. | | | |
| | YES | NO | |
| If yes to Option 2 above, has the above medical condition been diagnosed as a life-threatening condition? | | | |
| Physician Name (printed): | | | |
| Mississippi Medical Board License Number: | | | |
| Adjoining State Medical Board License Number: | | State: | |
| Phone Number: | | | |
| Fax Number: | | | |
| <i>NOTE: This medical hardship form must be personally completed and signed by the actual physician licensed to practice either in Mississippi or an adjoining state. Stamped signatures, electronic signatures, or signatures by someone other than the licensed physician are not acceptable.</i> | | | |
| Physician Signature: | | | |
| Date: | | | |
| After completing this application, please return it to Pontotoc Electric by U. S. postal mail, courier, or in person. Upon Pontotoc Electric's receipt of the completed application, Pontotoc Electric will provide the customer with a receipt. Faxed or e-mailed copies of completed forms will not be accepted. | | | |
| Pontotoc Electric Representative: _____ | | | |
| | | | |
| | | | |

Tennessee Valley Authority Complaint Resolution Process

Required Amendment to be added to Pontotoc Electric's Service Practice Policies on or before May, 1, 2016

Tennessee Valley Authority 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 Pontotoc Electric Power Association. If the dispute is not resolved, Pontotoc Electric 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 Pontotoc Electric's website or other technological means of communication, if available.

Levelized Billing Program Guidelines

Levelized Billing is a payment plan offered to residential customers of Pontotoc Electric Power Association where the electric bill is averaged over a rolling twelve-month period in order for the bills to be closer to the same amount each month. With standard billing, the amounts from season to season can be much higher during periods of hotter or colder temperatures. Over time, Levelized Billing will not increase or decrease the total amount the customer pays for their electricity, but will cause a smaller variation in the monthly amounts of the bills due to the averaging of the bills.

1. Levelized Billing is available to qualifying residential customers for enrollment during any month of the year by signing a Levelized Billing Agreement in the Service Department at the Pontotoc or Bruce Office.
2. Levelized Billing can be discontinued at any time by signing a cancellation agreement in the Service Department at the Pontotoc or Bruce Office. There is no minimum period of time required prior to cancelling the Levelized Billing agreement.
3. To qualify a customer must have at least six months non-termination history, and the customer's account must not be past due upon enrollment. Non-termination history means the customer has not been terminated for non-payment of a bill within the past six months prior to enrollment in the program.
4. Customers who are terminated for non-payment of a bill after enrolling in the program will be disqualified from further participation in the program for a minimum period of six months, during which time a six-consecutive-month period immediately prior to re-enrollment must be free of termination for non-payment.
5. After enrollment in the program, the full payment of the levelized bill amount will be required. Partial payments will not be accepted as a condition of compliance with the plan.
6. If a participant in the program fails to pay the entire monthly levelized bill amount in any month, the customer will be disqualified from further participation in the program. The customer's account will be reconciled and if the actual payments have exceeded the actual usage billing amounts, the account will be credited with the balance. If the actual payments are less than the amounts computed for the actual usage, the customer will be required to pay the difference to bring the account into good standing, or the customer's electric service will be terminated in keeping with the Association's policy dealing with termination of service.

7. Other separate line item amounts on the bill (such as for insulation, storm windows, heat pump loans, rental outdoor security lights, repairs to customer-owned lights, or other monetary obligations) will be in addition to the Levelized Billing amount and will not be used in computing the electric bill rolling average amount.
8. The Levelized Billing plan is subject in all respects to the Schedule of Rules and Regulations and the Standard Service Practices of the Association.

Adopted: December 9, 1988

Revised: April 1, 1994

Revised: October 6, 2021

Guidelines on the Exemption of Late Payment Charges

The Board of Directors of Pontotoc Electric Power Association recognizes that there should be certain situations where the enforcement of late payment charges should be relaxed when there are justifying circumstances. Therefore, the Board has given the General Manager certain flexibilities to the enforcement of late payment charges where circumstances warrant, as described as follows:

1. Exemptions will be considered upon customer request only. Each request will be decided on its own merits.
2. The following are considered to be examples of acceptable reasons for making exemptions, but other reasons are also allowed.
 - a. The customer did not receive his/her bill in the mail.
 - b. The bill was mailed to an incorrect address that was not the fault of the customer.
 - c. The customer or immediate family member had extended confinement in a hospital.
 - d. The customer experienced an unusual personal loss, such as a house fire or tornado.
 - e. The customer experienced a death in their immediate or closely-extended family.
 - f. The customer has paid their bill consistently by their due date for the past twelve months.
3. Persons who are authorized to make exemptions will have the authority to investigate and determine whether the reasons for requesting an exemption are truthful and valid.
4. When an exemption is made, a record of the customer's name, account number, service address, mailing address, telephone number, date of bill, late payment amount, date of exemption, and the reason for the exemption will be made.

Only the General Manager may make exemptions dealing with "Power Route Accounts" in Routes 900 through 910.

Accounts at the Bruce District Office must be approved by the Bruce District Manager.

Accounts at the Pontotoc Office must be approved by the Pontotoc Manager of Customer Accounts.

Employees should not encourage customers to request exemptions. Due to customer privacy information, employees are forbidden to discuss customer exemptions with other customers or other employees who do not have a need to know.

The General Manager has the final authority on any exemption given.

Returned Check or Denied Bank Draft Policy and Fee

A Returned Check Fee of \$35.00 will be assessed against all returned checks and all bank drafts that are denied for insufficient funds. Customers with a history of returned checks or denied bank drafts will not be eligible to pay electric bills by check or bank draft. Once Pontotoc Electric receives notification from the bank that the customer's check has been returned or bank draft has been denied, then Pontotoc Electric will inform the customer by a letter that the check or bank draft has been returned. The letter will be placed in the mail on the same business day following the notification of the bank. The customer will have seven calendar days from the day that the check or bank draft was returned to Pontotoc Electric to pay the amount, plus the amount of the Returned Check Fee. If the bill remains unpaid, on the next business day following the last day to pay the returned check, the customer's electric service will be terminated. If a representative of Pontotoc Electric makes a trip to the customer's residence or business to terminate service and the customer agrees to pay the bill to the Pontotoc Electric representative to avoid termination of service, then a \$15.00 trip charge will be assessed in addition to the \$35.00 Returned Check Fee. If the electric service is terminated, then a \$15.00 trip charge to terminate service, plus a \$15.00 trip charge to restore service will be assessed in addition to the \$35.00 Returned Check Fee.

Payment Extensions

Eligible Pontotoc Electric Member/Customers may request an extension of time on the payment of a residential electric bill provided certain conditions are met. The residential customer must come into the office located at 12 South Main Street in Pontotoc, Mississippi, or 129 South Newberger Street in Bruce, Mississippi, and sign an “Agreement-to-Pay” form. Only three extensions will be allowed on any account during a calendar year. The extension of time can be for no more than 14 days past the due date of the bill or late notice. Once an extension has been made, the full amount must be paid by the due date of the extension. No additional time will be granted, nor will a second extension be granted on an existing extension. There will be a \$15.00 service charge for each extension, which must be paid with the bill on the due date of the extension. New customers must have paid at least six monthly bills without a collection charge to be eligible to make an extension. Customers who are granted extensions and fail to keep their promise to pay when the extension is due will be barred from making any future payment extensions for a period of six months following the date of the original extension.

Collections Policy

Bills will be rendered monthly and shall be paid at the offices of Pontotoc Electric Power Association (“the Association”) or other locations designated by the Association. Failure to receive a bill will not relieve the customer from the payment obligation. Should bills not be paid by the due date specified on the bill, the Association will mail to the customer a late notice informing the customer that a bill is unpaid and that if it remains unpaid after the due date on the late notice; the service will be terminated without further notice.

1. **Arrangements to Pay** – Each customer will be allowed to make three arrangements within a twelve-month period. The length of the arrangement is not to exceed the due date of the next month’s bill. Persons designated to make arrangements include any office personnel answering phone calls from customers requesting to make arrangements. Office personnel will use guidelines furnished them for making arrangements. At the Pontotoc Office, those customers having questions or complaints will be referred to the Manager of Collections. In the Manager of Collections absence, customers will be referred to the Assistant Manager of Collections. At the Bruce Office, those customers will be referred to the Bruce District Manager of Collections, or the Bruce District Head Cashier. Arrangements will be made only during regular business hours, which are 7:30 a.m. to 4:30 p.m., Monday through Friday. Arrangements may only be made by the person listed on the account, the account holder’s spouse, or the account holder’s official “designated individual” (as defined in the Service Practice Policies), in writing and in person in the Pontotoc or Bruce Office. The customer, spouse, or designated individual making the arrangement will be furnished a photocopy of the completed arrangement.
2. **Broken Arrangements** – When customers do not follow through on their arrangement and bills are not paid by the designated date, their electrical service will be terminated the following business day without further notice. Customers who fail to keep their arrangements will be barred from making future payment extensions for a period of six months following the date of the original extension.
3. **Termination of Service** – Service may be terminated on any business day Monday through Friday, except legal holidays observed by the Association, between the hours of 7:30 a.m. and 4:30 p.m., for customers who fail to follow through on an arrangement.
4. **Partial Payments** – Partial payments will be accepted at any time. It should be understood that a partial payment will not necessarily prevent service from being terminated. Partial payments will be accepted after termination of service, but service will not be restored until full payment is received.

Helping Hands Program

As a way of giving charitable assistance to Pontotoc Electric Member/Customers who periodically need financial assistance in paying their electric bills, Pontotoc Electric offers to our Member / Customers a program known as “Helping Hands.” Through this program, customers may voluntarily elect to contribute an amount to be added to their electric bill, which is typically \$1.00 per month. The money collected from this program is deposited with the LIFT Agency, who receives the requests for financial assistance and then distributes the funds to qualifying individuals. Participation in the Helping Hands program is entirely voluntary and may be discontinued by the customer at any time.

Municipal Franchise Tax

Beginning with electric bills rendered following October 1, 2019, a two percent (2%) municipal franchise tax will now appear as a separate line item on residential and commercial customers' bills located inside a municipality, where in the past this municipal franchise tax has been paid by the Association from electric sales revenue and has not been identified as a separate line item on the bill. The entire amount of this tax is sent to the municipal government where the residential or commercial customer is located.

Pontotoc Electric Power Association serves all electric customers within the municipal limits of Algoma, Bruce, Ecu, Pittsboro, Pontotoc, and Toccopola, and serves the portion of Sherman located southwest of Interstate 22.

In accordance with the Mississippi Code, Section 77-3-17, customers within municipalities falling within the "Residential" and "Commercial" classes would be included in the two percent municipal franchise tax calculation, while customers falling within other classes ("Industrial" and "Public Facilities") would not be included. More specifically, non-residential customers are categorized based on the nature of the customer's business and by reference to the North American Industry Classification System ("NAICS") codes.

1. Residential (Included in the 2% payment)

Consumers using electricity for heating, air conditioning, cooking, water heating and other residential uses in single and multi-family dwellings, apartments, and mobile homes. The residential sector does not include institutional living quarters (space provided by a business or organization for long-term housing of individuals whose reason for shared existence is their association with the business organization; examples include prisons, nursing homes and other long-term medical care facilities, military barracks, college dormitories, convents and monasteries).

2. Industrial (Not included in the 2% payment)

Includes all facilities and equipment used for producing, processing or assembling goods. The industrial sector encompasses the following types of activity:

- A. Manufacturing – all facilities and equipment engaged in the mechanical, chemical or electronic transformation of materials, substances or components into new products. (NAICS codes 31-33)
- B. Agricultural, Forestry, Fishing and Hunting – all facilities and equipment engaged in growing crops and raising animals, harvesting timber, and harvesting fish or other animals from a farm, ranch or their natural habitats.

- C. Mining – all facilities and equipment used to extract energy and mineral resources. (NAICS code 21)
 - D. Construction – all facilities and equipment used to perform land preparation and construct, renovate, alter, install, maintain or repair major infrastructure or individual systems therein. Infrastructure includes buildings; industrial plants; and other major structures, such as tanks, towers, monuments, roadways, tunnels, bridges, dams, pipelines, and transmission lines. (NAICS code 23)
3. Public Facilities (Not included in the 2% payment)
- A. Governmental

Establishments of federal, state, local, and/or municipal governmental entities, agencies or departments that encompass the administration, overseeing, and managing of public programs and related utility services, and/or involve executive, legislative or judicial authority over institutions in a given area. (NAICS code 92)
 - B. Educational

Any school, seminary, college, community college, university or other educational facility which is owned by (1) a governmental entity, agency or department; (2) a private non-profit organization or entity with the definition of subsections “D” or “E” of this section; or (3) a religious organization or entity as defined in subsection “C” of this section. (NAICS code 61)
 - C. Religious Organizations

Establishments engaged primarily in operating religious organizations, such as churches, religious temples, monasteries, and/or establishments primarily engaged in administering an organized religion or promoting religious activities. (Contained in part of NAICS code 81, sub-parts 813-813110)
 - D. Grantmaking/Charitable Organizations

Establishments known as grantmaking foundations or charitable trusts, and establishments primarily engaged in raising funds for a wide range of social welfare activities. (NAICS code 8132 forward)

E. Civic, Professional and Similar Organizations

Establishments such as social advocacy organizations (NAICS code 81331); human rights organizations (NAICS code 813311); environmental, wildlife and conservation organizations (NAICS code 813312); other social advocacy organizations (NAICS code 813319); civic and social organizations (NAICS code 8134); and business, professional, labor, political, and similar organizations (NAICS code 8139).

F. Health Care and Social Assistance Facilities

All hospitals, health care or medical facilities, and social assistance facilities own by (1) a governmental entity, agency or department; (2) a private non-profit organization or entity with the definition of subsections “D” or “E” of this section; or (3) a religious organization or entity as defined in subsection “C” of this section. (NAICS code 62).

G. Outdoor Lighting

All non-metered outdoor lighting systems including but not limited to lighting for streets and highways and for outdoor recreation and sports facilities.

4. Commercial (Included in the 2% payment)

Any business (non-residential) establishments that do not fall within the Industrial or Public Facilities classes. Examples include hotels and motels (NAICS code 72), restaurants (NAICS code 72), wholesale business (NAICS code 42), retail stores (NAICS code 44-45); Transportation/Warehousing (NAICS codes 48-49), Information (NAICS code 51), Finance/Insurance (NAICS code 52), Real Estate (NAICS code 53), Professional, Scientific and Technical Services (NAICS code 54), Management Companies (NAICS code 55), Administration, Support and Waste Management (NAICS code 56), Arts and Entertainment (NAICS code 71), Other Services (NAICS code 81), and any Health Care and Social Assistance facilities (NAICS code 62); but only to the extent that the establishment does not qualify as an Industrial or Public Facilities customer.

Minimum Bill Contracts with New and Existing Customers

Due to the high cost of line construction, any new or existing customers who locate an electrical service an appreciable distance from an existing power line must agree to pay monthly, for a period not to exceed 60 months, a minimum bill based on the estimated cost of construction before receiving service. This policy will apply to all classes of customers, but would primarily affect the customers described as follows:

1. Permanent residences located off a named public road requiring more than one span of primary conductor, primary pole, transformer, secondary, and service.
2. Mobile homes located off of a named public road requiring more than one span of primary conductor, primary pole, transformer, secondary, and service.
3. Cabins and hunting clubs requiring more than a transformer and one span of service.
4. Barns, shops, sheds, storage buildings, gazebos, pool houses, irrigation well pumps, and water well pumps requiring more than a transformer and one span of service.
5. Security lights and outdoor lighting requiring more than one span of service.
6. Athletic field lighting requiring more than a transformer and one span of service.
7. Any electrical service that is served by Pontotoc Electric Power Association that is located outside of Pontotoc Electric's certificated service territory boundary.
8. Traffic signals and roadway lighting that requires more than one span of service.
9. Any single-phase service or three-phase service requesting a voltage of greater than 240 volts, measured phase-to-phase.
10. Telephone, cable television, internet, communication, and outdoor camera power supplies that requires more than one span of service.
11. Any low-usage service equipment not mentioned above requiring more than one span of service conductor.
12. All line extensions located along open fields, forest land, and lawns located on private property.

13. All line extensions located along private driveways, private roads, farm roads, field roads, easements, etc., which are not considered part of the public highway system or the public county road system, regardless of whether the private driveway, road, or easement has a road name or not. The passageway will be considered a private road even if minor maintenance is performed by a county government due to school bus traffic or postal service traffic, or serves as access to more than one residence.
14. All new three-phase service installations located on private property or public roadways installed after Year 1996 are subject to a minimum bill calculation based on the total cost to provide the three-phase service, except for the three-phase line extension itself located along a public roadway going to the facility requesting service, where there is a mutual benefit of having a primary line along said public roadway to serve other customers, strengthen the power system, and/or provide loop feeds to other circuits. The cost of materials used to calculate the minimum bill includes, but is not limited to, primary conductors, primary poles, cross arms, primary hardware, transformers, cluster mounts, fuse cutouts, lightning arrestors, secondary conductors, secondary poles, service conductors, service poles, and metering equipment.

Three-phase or single-phase customers with an electrical demand which exceeds 50 kilowatts during any month within a twelve-month period may be subject to a “rate schedule” minimum bill based on their metered electrical demand. If both the “facilities cost” and the “rate schedule” minimum bill charges are considered in customer billing, the higher of the two minimum bills shall apply, but not both. The “rate schedule” minimum bill is governed in the retail electrical rate schedules set by the Tennessee Valley Authority as Pontotoc Electric’s regulatory agency, and are thus not under the control of Pontotoc Electric, but are considered as one component of the electric bill calculation.

Billing Computations

Minimum monthly bills will be computed by dividing the estimated cost of construction by 60 months. This computed amount will then serve as the minimum amount of the monthly bill of the customer. In months where the customer’s electric bill exceeds the computed monthly minimum bill, then the customer will only be required to pay their normal electric bill. In months where the computed monthly minimum bill exceeds their normal electric bill, then the higher computed monthly minimum bill will apply. Each billing month will stand independently; no year-round averaging will apply.

Any applicable state sales taxes or municipal franchise taxes are applied in addition to the minimum calculated bill. Also, any “line item charge”, such as an outdoor security light rental charge or a customer-owned light repair charge, etc., will be in addition to the minimum calculated bill.

Outdoor Lighting Policy for Municipal Street Lighting, Traffic Signal Systems, Athletic Field Lighting, and Billboards

Policy Statement

This policy covers outdoor lighting service to customers as identified by the Tennessee Valley Authority's (TVA) Outdoor Lighting Rate – Schedule LS

Outdoor lighting service is available to municipal street and park lighting systems, traffic signal systems, athletic field lighting installations, and individual outdoor security lights. The rules concerning individual outdoor security lights are covered in a separate policy.

Billing for energy and services will comply with the provisions of the Outdoor Lighting Rate – Schedule LS, as amended, modified, revised or replaced by TVA from time to time.

1. Municipal Street Lighting and Public Park Lighting Systems

Municipal Street Lighting and Public Park Lighting Systems will only be provided for Federal, State, County, or Municipal Governments only. The facility and energy charges for these systems will be in keeping with the provisions of the TVA Outdoor Lighting Rate Schedule LS.

Under the present “Investment Charge” accounting method, the facilities charge, the energy charge, and the maintenance charge for mercury vapor street lights, high-pressure sodium vapor street lights, and metal halide street lights will be billed according with the said rate schedule. The replacement of lamps and related glassware and metering will also comply with the said rate schedule.

The installation of any new light emitting diode (LED) fixtures, or the replacements of any existing mercury vapor, high-pressure sodium vapor, or metal halide fixtures with LED fixtures will only be available through the outdoor lighting rental program, and will not be available under the “Investment Charge” accounting method. Whenever existing mercury vapor, high-pressure sodium vapor, or metal halide fixtures are replaced with LED street lighting fixtures, the proper billing adjustments will be made in the “Investment Charge” accounting system for said fixtures and billing, and the new LED outdoor lighting fixture will only be billed under the outdoor lighting rental plan.

In the past and at the present time, Pontotoc Electric Power Association has installed and maintained outdoor pole-mounted mercury vapor, high pressure sodium vapor, or metal halide cobra head street lights at the request of the municipal governments operating within the Association’s certificated service area under an “Investment Charge” method of billing. Under this arrangement, Pontotoc Electric owns the lighting system and charges the municipality a 1.5 percent per month investment charge based on the total installed cost of the system. In addition, the municipality pays for the cost of the energy consumed by the street lights. Replacements of lamps, photoelectric controls, and related glassware are made when requested by the municipality without any additional charge. When replacements of poles and/or fixtures are made, the investment in the lighting system increases, and thereby increases the monthly investment charge accordingly. When fixtures are removed, such as when being replaced by a rental LED street light fixture, the investment in the lighting system decreases, and thereby decreases the monthly investment charge accordingly.

Pontotoc Electric Power Association presently has a substantial investment in the municipal street light systems located in the towns and cities of Algoma, Bruce, Ecpu, Pittsboro, Pontotoc and Toccopola, which represents a substantial “stranded cost” in these systems. Therefore, any requests to change the present mercury vapor, high-pressure sodium vapor, or metal halide fixtures to LED fixtures will have to be made only by the mutual agreement of Pontotoc Electric and the requesting municipality, and then only in a manner that will not cause financial harm to Pontotoc Electric as a result of the Association’s stranded costs in these present street lighting fixtures. Pontotoc Electric reserves the right to refuse to change any presently-operating mercury vapor, high-pressure sodium vapor, or metal halide street light fixture(s) to an LED fixture where it would not be in Pontotoc Electric’s best financial interest to do so. However, Pontotoc Electric may be willing to work with any municipality on a logical plan to convert its municipal street lighting to rental LED fixtures over a period of time where it would be mutually advantageous to both parties to do so. (All street lights in the portion of the Town of Sherman served by Pontotoc Electric are LED fixtures and are already on a rental basis).

2. Traffic Control Systems

All traffic control system installations will be required to be owned, installed and maintained by the governmental agency operating the specific traffic control system. Pontotoc Electric Power Association will not participate in the installation or maintenance of any traffic control system, and consequently will not be held responsible for any damages incurred by the owner or any third parties that may result from the improper operation or absence of operation of any such system, including power outages.

All traffic control system installations will be required to be metered individually to ensure proper billing for the energy consumed under the Outdoor Lighting Rate Schedule.

3. Athletic Field Lighting Installations for Public Schools Supported by City and/or County Governments and other Publicly-owned Athletic Field Lighting

At the present time, all athletic field lighting installations located within Pontotoc Electric's certificated service area are the property of the owner of the athletic field, and are therefore the responsibility of the owner for any maintenance and replacement of said facilities. If the owner requests Pontotoc Electric to provide assistance for the maintenance or replacement parts of said facilities and Pontotoc Electric agrees to provide such maintenance or replacement parts, then the owner must pay Pontotoc Electric the full cost, including overheads, for providing such services.

All athletic field lighting installations will be required to be metered individually to ensure proper billing for the energy consumed under the Outdoor Lighting Rate Schedule. Athletic field light fixtures, scoreboards, restrooms, open-air dugouts, and open-air ticket sales booths are allowed to be metered under the Outdoor Lighting Rate Schedule. Other buildings, such as concession stands, novelty-item sales stands, field houses, office buildings, administrative buildings, storage buildings, park entrance buildings, etc., are required to be billed under the General Power Rate Schedule. If a structure which should be billed under the General Power Rate Schedule is placed on the same meter as the athletic field lights, then everything connected on said meter will be billed under the General Power Rate Schedule.

4. Billboard Lighting

The electricity used to operate lighting and illumination of billboards is considered a part of the operation of the billboard and is therefore not eligible for billing under the Outdoor Lighting Rate Schedule but will be subject to billing under the General Power Rate Schedule. All billboards will be required to be metered individually to ensure proper billing for the energy consumed under the General Power Rate Schedule.

Security Light Rental Policy

As a service to our member/customers, Pontotoc Electric Power Association (“the Association”) may elect to provide outdoor rental lighting facilities upon proper application and request for outdoor lighting service. One of the means available for providing said lighting is the security light rental program as described in Part B of TVA’s Outdoor Lighting Rate Schedule. Charges for said lighting will be in accordance with this rate schedule. Outdoor lighting rates will be calculated according to the Association’s outdoor lighting calculations, subject to review by the Tennessee Valley Authority. Outdoor lighting rates may vary from month-to-month due to variations in power costs and other factors.

The following represents the conditions under which security lights will be rented.

1. A member of the Association must request the installation of the lighting and agree in writing to keep the lights in service for twelve (12) months from the date of installation and pay the monthly bill for said lighting when the bill is rendered. Failure to keep the agreement for twelve (12) months will result in the member/customer being billed immediately for the labor and transportation cost for removal of said lighting or an amount equivalent to the remaining charges for the balance of the remaining months in the rental period, whichever amount is less. However, the Association will be agreeable to transferring said agreement to another member/customer who is acceptable to the Association and who is willing to assume by written agreement the responsibilities of the original agreement.

Beginning July 1, 2018, the Association will (1) install a 70-watt, 120-volt, light emitting diode (LED) “dusk-to-dawn” security light* on a short arm** to an existing pole to which an existing 120-volt source of power is attached, (2) install one 30’ pole and light, and extend the wiring from an existing 120-volt power source a distance not to exceed 150 feet (if adequate pole space is available and proper vertical clearance from the service cable to the earth can be achieved), or (3) extend 120-volt underbuilt downline two existing pole spans (if adequate pole space is available and proper vertical clearance from the service cable to the earth can be achieved) from an existing source of power to an existing in-line pole where a light is to be installed.

*Note: 100-watt high pressure sodium security lights, 200-watt high pressure sodium cobra head street lights, 400-watt metal halide cobra head street lights, and 400-watt metal halide flood lights are also available upon request by the customer at the appropriate monthly rental charge, but only where the customer already has existing lighting facilities with similar lighting fixtures installed, and provided these non-LED-type fixtures are presently in the inventory of Pontotoc Electric due to the phase-out of many non-LED-type fixtures.

****Note:** A “short arm” is an aluminum arm that is approximately 18 to 24 inches long, and is considered the standard arm for the installation of an outdoor security light. A “long arm” is an aluminum or steel arm that is approximately 60 to 96 inches long, and is only available from Pontotoc Electric for municipal street lighting or parking lot lighting installations, and at an additional monthly rental charge (long arm charge).

Beginning October 1, 2021, the Association will (1) install a 128-watt, 120-volt, light emitting diode (LED) “dusk-to-dawn” flood light on a standard flood light mounting arm to an existing pole to which an existing 120-volt source of power is attached, (2) install one 30’ pole and light, and extend the wiring from an existing 120-volt power source a distance not to exceed 150 feet (if adequate pole space is available and proper vertical clearance from the service cable to the earth can be achieved), or (3) extend 120-volt underbuilt downline two existing pole spans (if adequate pole space is available and proper vertical clearance from the service cable to the earth can be achieved) from an existing source of power to an existing in-line pole where a light is to be installed. The flood light will be only aimed in such direction that the light emitted will primarily only illuminate the customer’s individual property, and not be aimed where the light may be objectionable to streets, roads, highways, and adjoining properties.

2. Any facilities required to provide lighting beyond the facilities described in the paragraph above will only be provided at the sole and total expense of the customer, including labor, transportation, and materials, and only at the discretion of Pontotoc Electric. Pontotoc Electric is interested in standardization in its outdoor lighting program; therefore, an individual, business, industry, or institution should contact a lighting contractor for the installation of a customized lighting design. Underground wiring to rental security lights will generally not be provided where it is possible to install overhead wiring. In subdivisions where restrictive covenants prohibit overhead wiring or other such prevailing factors necessitate underground wiring, a determination will be made by the Association about the feasibility and difficulty of installing underground wiring, and the Association may elect not to install such facilities. If such underground wiring is installed, it shall be at the total expense of the member/customer or subdivision developer.
3. Security lighting under this policy is available to any residential, commercial, industrial, institutional, or outdoor lighting member/customer, provided that said customer is currently in good standing with the Association and does not owe any past due bills.

4. A member/customer who rents property and is desirous of having outdoor lighting installed on the rented premises must first have written permission from the property owner for the installation the outdoor lighting and/or poles. After the engineering work is completed showing the proposed location of the outdoor lighting and/or poles, approval containing specific information about the location of the light(s) and/or pole(s) must then be agreed to by the property owner. Before the installation of the light(s) and/or pole(s) can commence, the renter will be required to place a refundable security deposit in the amount of \$100 with the Association. The renter will be billed monthly for the outdoor lighting charges while at the same time the entire security deposit will remain on deposit with Pontotoc Electric. At the end of the twelve-month period, Pontotoc Electric will refund the security deposit to the renter either directly by check, or as a line item credit on the renter's electric bill, at the preference of the renter. Should the renter not fulfil the twelve-month obligation for the security light rental payments, and is not successful in finding another party, such as the landlord or future renter, to resume the monthly payments on the outdoor lighting facilities by written agreement, then Pontotoc Electric will give credit to the renter for the months where the billing was paid, but the remaining amount of the security deposit will be forfeited to Pontotoc Electric. As an alternative to the renter, the landlord may request in writing that the security light(s) be installed in the landlord's name and the monthly bill be sent to the landlord at the landlord's mailing address.
5. A member/customer may request as many lights to be installed as he agrees to pay for; however, the Association may require an appropriate security deposit if more than two (2) lights are requested.
6. In the event of vandalism to any security lighting facility, the responsible party causing the said vandalism will make proper restitution. In the event that no responsible party can be ascertained, the Association will make one replacement or repair. If the vandalism occurs again, the Association will not replace a damaged fixture until satisfactory measures have been made to assure that the vandalism has ceased.
7. It is the responsibility of the member/customer to notify the Association of any needed repairs of security lighting facilities. Repairs and replacements will be made only on normal business days during normal working hours. It will be the objective of the Association to strive to repair or replace the security lighting within two (2) business days following the date the customer reported failure of the light. However, the Association will not be under any obligation to repair said lights within the said two (2) business days. Furthermore, during periods following natural disasters, during periods of heavy work load of the outside crews, or due to wet soil conditions, this time period may be extended.
8. The Association will only provide lighting services on a rental basis and will no longer sell lighting fixtures to customers to be used as customer-owned lights. Customers with existing customer-owned lights may request the Association to repair or replace existing pole-mounted lighting fixtures with the same type of fixture, if such fixture is still available, with said repairs or replacements being paid in its entire cost by the customer.

9. The member/customer agrees at all times to keep the rental security lighting facilities accessible and free of obstructions, for the installation, maintenance, and/or removal of said facilities. The member/customer shall not attach any object, structure, wire, cable, or sign to a pole owned by the Association, nor permit it to be done by others.

Adopted: December 12, 1986.

Amended: September 10, 1987, September 22, 1993, February 5, 2003, June 4, 2018, and
October 6, 2021

Ownership of Association Property and Customer Care

All poles, conductors, crossarms, hardware, ground rods, grounding conductors, transformers, secondary conductors, service conductors, service connectors, meters, metering equipment, system protection equipment, outdoor lights, and any other equipment furnished by Pontotoc Electric Power Association are, and shall remain, the property of the Association. The customer shall provide space for the aforesaid equipment and devices and shall exercise proper care to protect all property of the Association on the customer's premises. In the event of loss or damage to the Association's property arising from the negligence on the part of the customer in caring for the same, the cost of necessary repairs or replacements shall be paid by the customer. Actions of willful and malicious destruction of the Association's property may result in legal prosecution of those individuals responsible for such acts, and full monetary restitution shall be made for any damages. Responsibility for offenses perpetrated by minors shall revert to the minor's parents or legal guardians.

Right of Access by Association to Customer's Property

The Association's employees, contractors, and legal representatives shall have access to the customer's premises at all times for the purpose of reading meters, testing, repairing, installing, removing, exchanging, surveying, staking, and troubleshooting any and all equipment belonging to the Association. Customers shall not willfully or intentionally cover or conceal the Association's metering, nor obstruct the transmission of data signals from electronic meters. In order for meter readers to obtain accurate monthly readings, ample access space is required, as well as a clear, unobstructed view of the meter. It is the customer's duty to cut bushes and undergrowth, to clean the premises, and to confine or restrain animals that are vicious or of doubtful temperament, to provide the Association with a key or passcode to any locked gates or doors, or allow the Association to interlock one of the customer's locks with the Association's locks.

The Association's employees, contractors, or representatives will exercise care in protecting and securing the customer's property while upon the customer's premises and upon entry and departure therefrom. The Association or its representative will notify the customer in person, by telephone, or in writing of any circumstances which prevent access to the customer's premises or which hinder or deter the Association's employees, contractors, or representatives from the performance of their prescribed duties. Upon receipt of such notification, the customer will be expected to perform reasonable actions to correct the conditions which restrict or impede access to the customer's premises, for which the customer's cooperation is earnestly solicited and greatly appreciated.

Right-of-Way Policy

Purpose

The purpose of this policy statement and these specifications is to set forth in clear terms the method, procedures, and other information necessary to maintain the right-of-way (strip of land underneath and around power lines) of Pontotoc Electric Power Association's system. Natural and man-made topographical features in Pontotoc Electric Power Association's service area has a direct bearing upon the design, construction, maintenance, safety, and economic operation of the overhead and underground electrical system. Because of these conditions, a standard guide for performing right-of-way work is essential. Even though the solution varies for many types of right-of-way issues, certain fundamental principles remain the same. These specifications adequately meet a wide range of conditions and are considered the standard for right-of-way work on Pontotoc Electric Power Association's system.

The National Electrical Safety Code (NESC) states that it is not a design manual but a statement of minimum clearances under the specific criteria given which, if met, will give a degree of safety.

For overhead power lines, Pontotoc Electric Power Association uses uninsulated, ungrounded primary wires or conductors to transmit and distribute electrical energy. The method of insulation for these conductors is through separation by vertical and horizontal clearance in the span, and by porcelain or epoxy insulations where attached to poles.

The NESC C2-2012, Rule 218 Vegetation management

A. General

1. Trees that may interfere with ungrounded supply conductors should be trimmed or removed. Vegetation management should be performed as experience has shown to be necessary.

NOTE 1: Factors to consider in determining the extent of vegetation management required include, but are not limited to: line voltage class, species' growth rates and failure characteristics, right-of-way limitations, the vegetation's location in relation to the conductors, the potential combined movement of vegetation and conductors during routine winds, and sagging of conductors due to elevated temperatures or icing.

Policies

Routine right-of-way clearing activities will be performed to accomplish a clearing cycle to maximize productivity, maximize benefits from right-of-way funding, and minimize power interruptions. Cycles and methods are determined using best judgment, knowledge of local factors and industry standards. Pontotoc Electric Power Association may use contractors and/or employees to perform right-of-way work.

- a. For routine right-of-way maintenance, an attempt should be made by Pontotoc Electric or its contractor to notify the landowner or tenant of trimming or tree removal in the near future, and inform them of the proposed work to be done. If landowner or tenant is not at home, a door hanger should be left (provided by Pontotoc Electric Power Association). If customer doesn't respond after two working days, work shall proceed without any further notice. Should individuals refuse to allow trimming and/or cutting, Pontotoc Electric's right-of-way coordinator shall be notified immediately.
- b. For right-of-way issues that impose an immediate threat to the reliability of the power system; or where clearing limbs, trees, vines, or other vegetation is necessary to restore power following an outage, the right-of-way clearing will be performed often without notification to the landowner.
- c. The power line right-of-way is to be cleared with the existing right-of-way horizontally back to the width of previous evidence of clearing, whatever width that may be. However, it is expected to clear a minimum of fifteen (15) feet either side of primary conductor(s) with a desired width of twenty-five (25) feet where conditions allow. The height to be cleared above a primary conductor will be generally as tall as equipment will reach, as it is not desirable to leave any overhanging limbs above a high-voltage line.
- d. Open wire services are to be cleared with the existing right-of-way horizontally back to the width of previous evidence of clearing, whatever width that may be. However, it is expected to clear a minimum of six (6) feet either side of the conductor(s) with a desired width of ten (10) feet where conditions allow. The height to be cleared above open-wire service conductors will be generally as tall as equipment will reach, but may be less depending on existing conditions, and previous trimming practices.
- e. Security lights, triplex services, and/or duplex conductors will be cleared to a minimum of a three-foot radius around the conductor.
- f. The floor of the right-of-way will also be cleared over the entire right-of-way width and as low to the ground as practically possible, but with the intent that the height above the existing ground to be no more than two (2) inches whenever possible. All stumps are to be cut as close to the ground as it is practical, but a maximum of four (4) inches in height above ground if practical. Vegetation located in standing water will be cut down at the water level at the time of cutting.
- g. Limbs and any other debris materials are to be either ground up and left on the site as mulch or chips, or chipped and hauled away to an environmentally acceptable dumping site. The finished status after the trimming operation should reasonably reflect the same or better quality of the surrounding sight before the trimming operation began.

- c. In circumstances where the trimming or removal of a tree, multiple trees, or limbs are more to the benefit of the property owner than Pontotoc Electric, such as limbs overhanging structures, or trees located near structures that could fall on the structure in the event of high winds or wet soil conditions, Pontotoc Electric may choose to offer to remove any service lines or high-voltage lines in the immediate vicinity, then allow the customer to use the services of a private tree trimming contractor for the tree or limb removal, then re-install the electrical lines after the tree or limb removal has been completed. All costs associated with the tree removal by a private right-of-way contractor will be borne by the customer. Pontotoc Electric will not charge the customer for removing and replacing the electric lines when such removal and replacement are performed during normal working hours. However, the customer will be expected to pay all costs, including overtime charges and minimum call-out times, for work performed after normal working hours, including travel back to Pontotoc Electric's Operations Center. When the work performed by Pontotoc Electric is known in advance to be outside of normal working hours, the customer or property owner will be required to place a monetary deposit with Pontotoc Electric for the full cost of the work to be performed by Pontotoc Electric. If the work by Pontotoc Electric is anticipated to be performed during normal working hours, but extends into overtime hours due to a delay with the property owner or his tree trimming contractor, then the owner will be billed for the additional work performed outside of normal business hours.
2. Hazard/Danger trees are trees that are located within falling distance to Pontotoc Electric Power Association's equipment and pose imminent danger or potential power outage due to tree health, ground conditions, severe lean, a loose or hanging branch, or any other condition that leaves the tree unstable, are subject to trimming, topping or removal.
3. Power outage work: (caused by lightning, high winds, ice or other natural events) Pontotoc Electric Power Association is not responsible for ruts, brush, limbs, trees or other debris. Our priority is power restoration to our customers in a safe efficient way, the land owner will be responsible for the cleanup and removal of debris. When a tree is damaged or destroyed by lightning, high winds, ice, or other natural events, it is not the responsibility of Pontotoc Electric Power Association to remove the tree or debris simply because it is located near a power line or falls across the power line on its way to the ground. The tree and its limbs are the property of the land owner and will be left for the owner's use or disposal.
4. Right to refuse: Pontotoc Electric Power Association reserves the right to refuse to cut or trim any tree which, in the judgment of its representative(s) may endanger the public, property, or Pontotoc Electric Power Association personnel or equipment.

Charges for Meter Testing

Pontotoc Electric will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. Pontotoc Electric will make additional tests or inspections of its meters at the request of the customer. One such test per year will be at no expense to the customer. If tests made at the customer's request show that the meter is accurate within two percent (2%) slow or fast, no adjustment will be made in the customer's bill and the cost of testing will be paid by the customer, after the first test in any twelve-month period. In case the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in the customer's bill over a period of not more than thirty (30) days prior to the date of such test, and the cost of making the test shall be borne by Pontotoc Electric.

Charges for meter testing beginning October 6, 2021 are as follows:

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| Single-phase, self-contained, watt-hour meter . . . | \$50.00 |
| Single-phase, CT-type, watt-hour meter | \$50.00 |
| Three-phase, self-contained, watt-hour meter . . . | \$100.00 |
| Three-phase, CT-type, watt-hour meter | \$100.00 |
| Instrument transformer, current-type . . . | \$100.00 for first test, \$50.00 for each additional CT at same location |
| Instrument transformer, potential-type . . | \$100.00 for first test, \$50.00 for each additional PT at same location |
| Instrument transformer, phase-shifting . . | \$100.00 for first test, \$50.00 for each additional PST at same location |

Pontotoc Electric reserves at its discretion to test its meters in the field, in the meter shop, or by remote methods if available in the case of AMI meters. After the first meter test in any twelve-month period, Pontotoc Electric may require the customer to pay the meter testing fee in advance of performing the meter test.

Meter Tampering and Power Diversion

Unauthorized attempts to divert energy, tampering with metering equipment, or gaining unauthorized access to Pontotoc Electric's facilities can be dangerous. Persons attempting these activities expose themselves to the risk of serious or fatal injury. These activities can also lead to fires or other property damage.

Unauthorized removal, tampering or damaging a meter or meter enclosure, breaking the seal, or the use of any method or device which permits the flow of unmetered or unauthorized electricity into a premise is a criminal act. Violators are subject to prosecution under state and local laws. Any damage caused by tampering with company property will be paid for by those tampering with the metering equipment.

When a customer needs a seal removed in order to inspect his system, make repairs, or make modifications, he must call the Association so that Association personnel can be dispatched to remove the seal. When the work is complete and the Association has received notice from the inspecting authority, if needed, the Association will again dispatch personnel to place a new seal on the installation.

Furthermore, Pontotoc Electric reminds its customers that according to Mississippi law, the presence at any time on or about such meter or meters, wire, cable, of any device or unauthorized meter or wire resulting in the diversion of electric current, or resulting in the prevention of the proper action or just registration of the meter or meters as above set forth, the same being knowingly or intentionally installed, shall constitute prima facie evidence of knowledge on the part of the person, firm or corporation having custody or control of the room or place where such device or wire is located, or the existence thereof and the effect thereof, and shall constitute prima facie evidence of the intention on the part of such person, firm or corporation to defraud and shall bring such person, firm or corporation prima facie within the scope, meaning and penalties of this section. Therefore, it is not necessary for Pontotoc Electric to actually catch the person "in the act" of meter tampering or power diversion, because the evidence itself will constitute meter tampering or power diversion according to Mississippi law, and the customer is ultimately held responsible for any meter tampering or power diversion on their premises if the actual person or persons performing the meter tampering or power diversion cannot be ascertained.

Section 97-25-3 of the Mississippi Code is given below for reference.

§ 97-25-3. Meters; tampering with electric, gas or water meters.

Whoever, intentionally, by any means or device, prevents electric current, water or gas from passing through any meter or meters belonging to any person, firm or corporation engaged in the manufacture, sale or distribution of electricity, water or gas for lighting, power or other purposes, furnished such persons to register current or electricity, water or gas, passing through meters, or intentionally prevents the meter from duly registering the quantity of electricity, water or gas supplied, or in any manner interferes with its proper action or just registration, or, without the consent of such person, firm or corporation, intentionally diverts any electrical current from any wire or cable, or water or gas from any pipe or main of such person, firm or corporation, or otherwise intentionally uses, or causes to be used, without the consent of such person, firm or corporation, any electricity or gas manufactured, or water produced or distributed, by such person, firm or corporation, or any person, firm or corporation who retains possession of, or refuses to deliver any meter or meters, lamp or lamps, or other appliances which may be, or may have been, loaned them by any person, firm or corporation for the purpose of furnishing electricity, water or gas, through the same, with the intent to defraud such person, firm or corporation, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not more than three (3) months, or by both fine and imprisonment in the discretion of the court.

The presence at any time on or about such meter or meters, wire, cable, pipe or main of any device or unauthorized meter or pipe or wire resulting in the diversion of electric current, water or gas, as above defined, or resulting in the prevention of the proper action or just registration of the meter or meters as above set forth, the same being knowingly or intentionally installed, shall constitute prima facie evidence of knowledge on the part of the person, firm or corporation having custody or control of the room or place where such device or pipe or wire is located, or the existence thereof and the effect thereof, and shall constitute prima facie evidence of the intention on the part of such person, firm or corporation to defraud and shall bring such person, firm or corporation prima facie within the scope, meaning and penalties of this section.

Provided further, that if any person, firm or corporation engaged in the selling or delivering of any electric current, water or gas, to a consumer shall knowingly cause to be installed any meter or meters intentionally adjusted or regulated so as to cause such meter or meters to register a greater amount of such electric current, water or gas, than actually passes through the same, shall be prima facie evidence of the knowledge of such person, firm or corporation engaged in selling or delivering such electric current, water or gas, of the existence thereof and shall bring such person, firm or corporation within the scope and meaning of this section, and subject to the operation of this section. Provided further, any employee, stockholder, or member of the board of directors who, with intent to defraud a customer, falsifies, or acquiesces in the falsifying, of any record which results in billing in excess of the amount lawfully due and owing, shall be guilty of a misdemeanor and shall be fined not more than Five Hundred Dollars (\$500.00) or sentenced to serve not more than six (6) months in jail, or both.

Provided further, this section shall not relieve any person, firm or corporation from any other liabilities now imposed by law.

The governing authorities of any municipality are authorized to prosecute any violation of this section which is committed upon meters owned or operated by a utility which is owned or operated by a municipality. In addition, the governing authorities of a municipality are authorized to prosecute within the municipality when any violation of this section is committed upon such meters that lie outside the municipal boundaries of the municipality.

In any case of tampering with a meter installation or interfering with the proper functioning of meter installation or any other unlawful use or diversion of electric service by any person, or evidences of any such tampering, interfering, unlawful use or service diversion, the customer's service may be immediately discontinued, on any day of the week and at any time of day, and without any notice to the customer. The Association shall be entitled to collect from the customer at the appropriate rate for all power and energy not recorded on the meter by reason of such tampering, interfering, or other unlawful use or diversion. The amount of which will be estimated by the Association from the best available data. The customer or person(s) responsible for the tampering shall reimburse the Association for all expenses incurred by the Association on account of such unauthorized act or acts. Unlawful meter tampering and diversion of current is a misdemeanor punishable by law.

The following penalties shall apply when meter tampering or power diversion is found.

Cut seal fee: \$25. Applied only where a meter seal was cut without authorization, but it is apparent by clear and convincing evidence that there was no intention to tamper with a meter or divert power around the meter. This fee may be waived in emergency situations at the discretion of Pontotoc Electric management.

Meter tampering / power diversion penalty – first offense: \$100, plus the estimated or actual amount of the power stolen, plus any damages to the meter or metering equipment. The penalty, plus the amount of power stolen, plus any damages, plus any previous indebtedness owed to the Association must be paid before the meter will be set back. Where it is evident or highly suspected that meter tampering or power diversion occurred, a locking band will be placed on the meter when it is reset.

Meter tampering / power diversion penalty – second offense within a three-year period: \$200, plus the estimated or actual amount of the power stolen, plus any damages to the meter or metering equipment. The penalty, plus the amount of power stolen, plus any damages, plus any previous indebtedness owed to the Association must be paid before the meter will be set back. On a second offense where meter tampering or power diversion occurred, it is required that a locking band will be placed on the meter when it is reset.

Meter tampering / power diversion penalty – third offense within a three-year period: The same penalties as a second offense, plus the General Manager at his discretion may seek criminal prosecution under the laws of the state of Mississippi.

Meter readers and Association employees are to look for any cut seals or other evidence of meter tampering. A record of these incidents will be recorded for the proper person in the Association to review. Locking bands are also placed on the meters of previous power thefts. If a power theft is identified, the Pontotoc Electric Power Association theft investigator documents all available evidence, makes photographs, gathers evidence, and has the meter pulled in order to discontinue electric service until the matter can be resolved. If necessary, the theft investigator can call for additional measures, such as de-energizing the transformer, disconnecting the service wire, or having the service wire removed from the premises. All meters, including inactive meters, should be checked each month to help detect power thefts.

Call Before You Dig and Mississippi 811 Program Information

For your safety and the safety of others, and to avoid the interruption of utility services, call the Mississippi One Call Center before performing any digging or underground excavations. Every digging job requires a call – even small projects like planting trees or shrubs. If you hit an underground utility line while digging, you could harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs. The Mississippi One Call Center can be reached by calling 800-227-6477 or by simply dialing 811.

Temporary Service for Festivals, Fairs, Circuses, Carnivals, and Flea Markets

When Pontotoc Electric Power Association is requested to provide temporary service to for-profit fairs, circuses, carnivals, flea markets and similar activities, these customers will be required to pay all costs for the connection and disconnection incidental to the supplying and removing of said temporary service, and pay a deposit sufficient to cover the estimated power costs. All electric usage will be metered and paid for by the customer. It will be the responsibility of the for-profit customer to provide all related switchgear and wiring necessary to receive power.

When Pontotoc Electric Power Association is requested to provide temporary service to festivals, flea markets, fairs, special events, and farmers markets which are sponsored by the community or a non-profit community-based organization for the purpose of promoting community activities, the management and/or Board of Directors of Pontotoc Electric may choose to provide a certain amount of electric wiring at no cost in the interest of providing activities for the betterment of the community; even though some of the vendors or attractions at these events may be for-profit operations. Where these festivals, flea markets, fairs, special events and farmers markets are annual occurrences and Pontotoc Electric has invested resources in the electrical facilities to serve these events, it will be expected that the organizers of such events be consistent in the placement of said vendors so that the same electrical facilities may be used from year to year to avoid the expenses of unnecessary wiring changes. All electric usage will be metered and paid for by the sponsoring organization, the community, or the customer, etc., as Pontotoc Electric is not allowed by the Tennessee Valley Authority to donate electricity to anyone. Said events and associated wiring are to be located within the certificated service area boundaries of Pontotoc Electric Power Association to be eligible for electrical wiring assistance.

Temporary Construction-site Service Policy

When Pontotoc Electric provides temporary service to construction sites, every effort should be made by the owner or the contractor to install the temporary service pole in a location that will be easy to convert the temporary service to permanent service. If it becomes necessary to install line sections for temporary service that cannot be utilized in the conversion to permanent service, an estimated labor and transportation cost of installation and removal of these line sections may be assessed.

The contractor or customer will be required to provide a temporary meter loop which complies with the National Electrical Code and the National Electrical Safety Code. Construction diagrams of acceptable temporary service pole installations are available in printed form and are posted on Pontotoc Electric's website. The temporary service pole will be required to contain a meter base so the service can be metered.

An appropriate membership in the Association of the proper class and a suitable security deposit are both required to obtain temporary service. Generally speaking, the security deposit for temporary service is less than the security deposit for permanent service. At the time the temporary service is to be switched from the temporary service pole to the structure under construction, the security deposit will have to be increased to an amount equivalent to what the regular amount of the security deposit would be for the completed structure. The contractor and/or owner should plan for this increase in the security deposit amount in order to avoid unnecessary construction delays.

Installation of Banners Over Public Streets

When a proper request is made, Pontotoc Electric Power Association will only hang banners over public streets for community-based non-profit or not-for-profit organizations, schools, churches, or town, city, county, and state government entities, or un-incorporated communities, for local public events which are cultural, historical, educational, patriotic, or charitable in nature, where the event promotes the well-being of the community, and/or provides for community needs and services.

Banners which will be considered include events as follows:

Community, town, city and county festivals
Community, town, city and county cultural celebrations
Patriotic themes and events
Community holiday observances
County agricultural and livestock fairs
School activity promotions
Youth organization promotions
Senior citizen organization promotions
Church and faith-based sponsored events

Banners which will not be considered include as follows:

Political banners of candidates for a public elected or appointed office
Political banners promoting a political party or political agenda
Banners of candidates for a Board of Directors position with an organization
Banners advertising the sale of a particular commodity
Banners advertising or promoting the use of alcoholic beverages or tobacco products
Fund raising activities of a narrow scope and benefit

Any banner to be hung over a state highway must first have an authorization permit from the Mississippi Department of Transportation.

Any banner to be hung over a county road must first have an authorization from the County Supervisor in the district where the road is located.

Any banner to be hung over a town or city street must first have an authorization from an authorized representative of the town or city governing authority.

Any banner to be hung over a parking lot or private street or private road must first have an authorization from the landowner or other responsible party.

All wording and pictures on the banners must be in good taste and not contain words or phrases which would be considered offensive or profane to the general public.

Banners will only be hung at locations where there is a substantial pole support on both sides of the street adjacent to each other, and realistically, there are few places where this can be found.

Banners must be made of substantial nylon mesh fabric or lightweight polyester fabric with metal eyelets properly spaced at the top and the bottom along the entire length of the banner. The banner must be substantial enough to resist any wind load placed on the banner. The owner of the banner must supply substantially-strong ropes, top and bottom, to support the banner, and of sufficient length to span the entire distance between the supporting poles.

Banners will generally only be allowed to remain in place for a two-week to a one-month period. Upon removal of the banner, the party to whom the banner belongs must pick up the banner within one week during normal working hours, or give instructions that Pontotoc Electric may discard the banner.

As a public service, Pontotoc Electric will hang banners for town, city, county, and state government entities, local non-profit clubs, fair associations, Extension Service groups, schools, technical/career centers, churches, faith-based organizations, youth groups, senior citizens groups, etc., at no charge; provided all the materials are furnished and the terms of this policy are met. Pontotoc Electric reserves the right to charge the cost of labor and transportation for the installation of banners where the goals and objectives of the banner only marginally coincide with the intent of this policy, or choose not to hang the banner.

Any interpretations of this policy, the decision of whether or not to hang a banner, and whether or not to charge for hanging a banner, will be granted to the General Manager of Pontotoc Electric Power Association.

Use of Conference Room by Outside Organizations

The conference room in Pontotoc Electric Power Association's Office, with the outside entrance located at 11 East Reynolds Street, Pontotoc, Mississippi, was designed and built for employee meetings, meetings of the Association, and meetings of the general public comprising membership in the Association. Its use for such purposes is supported and encouraged by the Board of Directors of the Association.

The following guidelines govern the use of the conference room and associated facilities:

1. The conference room, restroom facilities, water fountain, and kitchen are available day or night without charge to any group composed primarily of members of the Association whose aim and purpose is community betterment through charitable, civic, educational or other non-profit, humanitarian efforts.
2. Meetings where the objective of the outside organization is for profit-making purposes or sales purposes are not allowed, even if the meeting is presented as an introductory educational session, if the ultimate goal of the outside organization is eventually to sell a product or service to a meeting attendee.
3. Meetings conducted by a local industry or local commercial venture solely for the purpose of training their present employees in the performance of their job duties may be permitted, if approved by the General Manager of the Association.
4. The use of these facilities must be by reservation to avoid conflicts in scheduling. The Manager of Human Resources for the Association will be responsible for scheduling reservations. Reservations will be on a first-come, first-served basis, but a monopoly use of the facilities by one group is not allowable.
5. In the event meetings are scheduled and held at times other than regularly scheduled office hours, one person in the group meeting must agree to be responsible for opening and closing the facilities, including locking doors, turning off the kitchen and/or other appliances, and turning off the lights. A key to the conference room may be obtained from the Manager of Human Resources by the responsible person and must be returned promptly following the meeting by either depositing the key in the night depository in the front wall of the office, or by returning the key to the Manager of Human Resources by a mutually agreed upon method.
6. Eating and drinking should not be the primary purpose of the meeting in the conference room, but is not prohibited as long as sanitary measures are followed and a proper cleanup of all food, drinks, and eating utensils is performed. Any left-over food, drinks and utensils which were brought by outside groups are required to be removed from the conference room by the outside group at the time of departing.

7. No smoking or use of any tobacco product is allowed in the conference room.
8. No alcoholic drink of any kind is allowed in the conference room.
9. Private family social events such as receptions, teas, suppers, reunions, or other similar events are not allowed; however, publicly advertised social events where anyone in the community would be welcome to attend may be permitted, and will be decided on a case-by-case basis by the General Manager of the Association.
10. The conference room area is complete with an outside entrance, the assembly area, a water fountain, a kitchen, and handicapped-equipped restrooms in the immediate area. Therefore, if an outside group is using the conference room, they are discouraged from traversing through the remainder of the office area unless accompanied by an employee of the Association. During hours outside of normal business hours, the doors to the remainder of the office area will be required to be locked to prevent attendees from roaming through the remainder of the building.
11. The Manager of Human Resources of the Association will be responsible for coordinating with the user of the conference room the policy concerning its use and answer questions concerning what activities will be permitted or not permitted during its use. The Manager of Human Resources will also coordinate with the user of the conference room the use of any auxiliary items, such as tables and chairs, tablecloths, and serving utensils which may be available for use, and the availability of any kitchen appliances. The kitchen is equipped with an automatic ice maker, which may be used by the attendees.
12. The General Manager of the Association will be responsible for the interpretation and administration of the policy on the use of the conference room.
13. The Board of Directors of Pontotoc Electric Power Association reserves the right to alter these guidelines as conditions warrant.

Procedures for the Control of the Vote Counting Process in Director Elections

Approved by the Board of Directors of Pontotoc Electric Power Association at a regular meeting on November 4, 2015

According to the Pontotoc Electric Power Association's By-Laws, in Article IV, Directors, Section 1, General Powers, "The business and affairs of the Association shall be managed by a board of nine (9) directors which shall exercise all powers of the Association except such as are by law or by the certificate of incorporation of the Association or by these by-laws conferred upon or reserved to the members.

Therefore, be it resolved, that the Board of Directors in an effort to insure a fair and accurate election of directors hereby adopts the following procedures for the control of the vote counting process prior to the vote counting for the election of directors, in addition to those already governed by law, by the certificate of incorporation of the Association, or by the by-laws of the Association.

The by-laws state, "The completed ballot shall be returned in the mail by the member to an entity designated by the Board of Directors, with the signature of the member on the envelope, and postmarked not later than the fifteenth day of November in order to be valid and to tabulate the results of the election. If no one candidate receives a majority of the valid votes cast, a run-off election will be held with the ballots being mailed not later than the first day of December. The ballots for the run-off election shall be returned in the mail with the signature of the member on the envelope, and postmarked not later than the fifteenth day of December." Since the by-laws are silent with regard to what procedure should be followed if the fifteenth day of November or the fifteenth day of December falls on a day that the United States Postal Service is closed and does not process mail, the Board hereby shall follow the specific wording of the by-laws, and any ballot with a postmark date following the fifteenth day of November for the primary election, or the fifteenth day of December for the run-off election shall be set aside, and not opened or counted.

The entity designated by the Board to conduct the ballot count shall endeavor to pick up mail from the designated post office box on a daily basis, but in particular as the deadline for returning ballots draws near. If a ballot is received after the fifteenth day of November deadline for the general election or the fifteenth day of December deadline for the runoff election, and said ballot does not have a postmark, that ballot will be compared with postmarks on any other ballots received on the same day or on previous days to make a determination of whether the ballot was mailed in a timely manner. Should insufficient evidence exist to make a determination, the Secretary of the Association, in consultation with the entity conducting the ballot count and the Association's Attorney, shall make a determination on whether to accept the ballot.

The by-laws state, "The mailing of the ballot to the (member's) address on record by the Association shall constitute delivery of the same." If a member files a request for a replacement ballot because they state that they did not receive a ballot by mail, the Secretary of the Board shall verify that the member was entitled to receive a ballot, and that they were on the mailing list submitted to the printer. If so, the request will be denied.

If a member files a request for a replacement ballot because they have misplaced, thrown away or destroyed their original ballot, the request will be denied.

If a member files a request for a replacement ballot because of catastrophic circumstances beyond their control, such as the substantial loss of a dwelling by fire, wind storm, or flood, in which circumstances the ballot was destroyed, the member may receive a replacement ballot from the Secretary of the Board of Directors upon presentation of proper identification and proper proof of the destruction of the ballot. Confirmation of catastrophic circumstances beyond the member's control will constitute sufficient proof to issue a replacement ballot.

If a member receives a ballot and return envelope and either item is damaged and rendered unusable before the ballot is voted and returned by deposit with the U. S. Postal Service, the member may contact the Secretary of the Board and request a replacement item. When the member turns in the damaged ballot and/or return envelope to the Secretary, the member may receive a replacement.

If a member files a request for a replacement ballot because the original ballot was damaged by postal processing equipment, then the member will be required to bring the damaged ballot to the Secretary of the Board of Directors for inspection. The Secretary shall then make a determination based on the damage to the ballot and the official return envelope as to which can be salvaged and which needs to be replaced.

Replacement ballots will only be issued to a valid member or joint member, either in person or by delivery of the United States Postal Service. Ballots will not be given to any third party for the purpose of delivery to the member.

An individual must be a member of the Association by September 25th in order to receive a ballot for the present year's primary election or run-off election. The deadline is for the purpose of providing sufficient time for updating the Association's member rolls and editing mailing lists in order to meet the deadline for mailing out ballots to members.

Ballots must be returned to the designated post office box in order to be valid. If ballots are placed in the envelope with an electric bill or placed in the night deposit box, they will be delivered first to the Secretary of the Board who will then deliver them to the entity designated by the board for the oversight of the election, but said ballots will be declared invalid, and the votes not announced or counted. However, if the member subsequently realizes that an error was made in placing the ballot in the night deposit box rather than mailing the ballot, the member may contact the Secretary of the Board and request the opportunity to have their ballot returned to them for deposit with the U. S. Postal Service. The ballot will be returned directly to the member in person by the Secretary. Association employees shall make every possible effort to prevent members from delivering an executed ballot by hand to Association facilities, and shall inform the member whenever possible that the ballot must be mailed to the designated post office box in order to be valid.

For each election, a Counting Date shall be set and all ballots cast by members shall be counted on that date by the entity designated by the Board of Directors to conduct the counting process. In order to allow reasonable mailing time, this date will be at least three business days following the postmark deadline for the return of ballots. The entity designated to conduct the ballot counting process shall pick up mail from the designated post office box on the morning of the Counting Date. Any ballots received after the designated counting day will not be considered, regardless of postmark date.

If a properly-signed envelope contains multiple legitimately-printed ballots and only one ballot is voted and the remainder are blank, then the one ballot will be accepted and counted.

If a properly-signed envelope contains multiple legitimately-printed ballots and more than one ballot is voted, but all the votes are for the same candidate, then only one ballot will be accepted and counted, and the remaining ballots will be declared invalid.

If a properly-signed envelope contains multiple legitimately-printed ballots and more than one ballot is voted, but any of the votes are for different candidates, then all of the ballots in that envelope will be declared invalid.

If a properly-signed envelope contains a single legitimately-printed ballot and more than one name is marked, then the person or entity designated by the Board to conduct the ballot counting process, in consultation with the PEPA Attorney, will make a best effort to determine if member/voter decided to change their first vote, and the most identifiable intended choice will be counted. If the counting entity cannot determine which candidate was the intended choice, then the ballot will be declared invalid.

The following persons are allowed to be in attendance during the ballot counting process:

The person or entity designated by the Board of Directors to conduct the ballot counting process, as well as their staff to assist in the process

PEPA Attorney

PEPA Board President

PEPA Board Secretary

PEPA General Manager

All Candidates involved in the election, as well as one additional person of the candidate's choice.

During the counting process, candidates and their representatives are allowed to observe the process but are not allowed to sit at or be in close proximity to the counting table. Candidates will be given opportunities at selected times to ask limited questions, but should refrain from any behavior that would hinder the ballot counting process. No one other than the entity conducting the ballot count, or the Association's Attorney, shall be allowed to examine ballots or return envelopes unless requested by the entity conducting the count.

Resolution on Providing Customer Information and Associational Records

BE IT REMEMBERED that the Board of Directors of the Pontotoc Electric Power Association met at a duly called meeting on the 2nd day of June, 1989, and adopted the following Resolution:

RESOLVED that any person, persons, organization, public or private entity, or otherwise hereinafter referred to as “persons” seeking access to records of the Pontotoc Electric Power Association which are deemed public by statute, to inspect, copy, or mechanically reproduce, must make a formal request in writing to the Secretary of the Pontotoc Electric Power Association at least fourteen (14) working days prior to the anticipated inspection date.

FURTHER RESOLVED that the Secretary of the Pontotoc Electric Power Association shall have the right to establish the time, place, and method of access for inspection of the public records. The time shall be a reasonable time, limited to normal operating hours of the Pontotoc Electric Power Association. The place of inspection of the original public records of the Pontotoc Electric Power Association is hereby fixed at the business offices of the Pontotoc Electric Power Association located at 12 South Main Street, Pontotoc, Mississippi unless otherwise specified by the Secretary. Under no circumstance will “persons” be allowed to remove any original public records from the Pontotoc Electric Power Association’s office.

FURTHER RESOLVED that “persons” may obtain copies of public records either photostatically or mechanically reproduced. To obtain photostatic copies of public records, the “person” must make a written request stating with specificity the documents to be photocopied. This request will be honored within fourteen (14) working days of the request by the Secretary of the Pontotoc Electric Power Association. If the Secretary of the Pontotoc Electric Power Association deems the request for photocopies to be unreasonable, the Secretary may require that the records be mechanically reproduced.

The Pontotoc Electric Power Association will charge the following fees for searching, reviewing, and/or duplicating and if applicable mailing copies of public records:

1. The Pontotoc Electric Power Association’s employee or employees hourly pay rate, including cost of benefits, times the number of hours devoted to searching, reviewing, and/or duplicating records.
2. Actual cost of duplicating expenses including but not limited to cost of paper and supplies, as well as a percentage of the fixed overhead attributable to duplicating machines.
3. All costs of mailing documents.

All fees attributable to searching, reviewing, and/or duplicating and mailing copies of public records shall be collected in advance of complying with the request for inspection and/or copying said record.

This resolution is hereby adopted this the 2nd day of June 1989.

signed / Farrell Berryhill
CHAIRMAN OF THE BOARD OF DIRECTORS
PONTOTOC ELECTRIC POWER ASSOCIATION

ATTEST:

signed / Mark A. Patterson
SECRETARY

Attendance by Members at Meetings of the Board of Directors

- (a) All Board Meetings, unless in executive session, shall be open to any member of the Association. Any member or customer of the Association shall be entitled to address the Board at any regular meeting regarding any suggestion for better service, grievances, or any other matter affecting the Association. The Association shall have the right to impose reasonable limitations upon the number of members or customers addressing any one Board meeting, the amount of time allotted to each presentation, and also require reasonable notice in advance of the Board meeting so that the Board may investigate and be able to respond to the presentation.
- (b) Meetings of the Board of Directors shall not be open to nonmembers except upon express invitation of the Board. A nonmember of the Association may not address the Board unless specifically invited by the Board.
- (c) Executive sessions which are not open to members may be held when the Board discusses any of the following:
 - (1) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position.
 - (2) Strategy sessions or negotiations with respect to prospective litigation, litigation, or issuance of an appeal order when an open meeting would have a detrimental effect on the litigating position of the Association.
 - (3) Transaction of business and discussion regarding the report, development, or course of action regarding security personnel, plans, or devices.
 - (4) Investigative proceedings regarding allegations of misconduct or violation of law.
 - (5) Cases of extraordinary emergency which would pose immediate or irrevocable harm or damage to persons and/or property.
 - (6) Transaction of business and discussion regarding the prospective purchase, sale or leasing of lands.
 - (7) Transaction of business and discussion concerning the preparation of tests for admission to practice in recognized professions.
 - (8) Transaction of and/or discussion of negotiations regarding the location, relocation, or expansion of Association facilities.
 - (9) Transaction of business and discussions regarding employment or job performance of a person in a specific position or termination of an employee holding a specific position. The exemption provided by this paragraph includes the right to enter into executive session concerning a line item in a budget with might affect the termination of an employee or employees.
 - (10) Any other business which the Board in its discretion deems to be of a sensitive nature.

Guidelines for Member Requests to Address Board Meetings

- Guests will be asked to sign a guest register upon entering the room for a Board Meeting.
- Only members of Pontotoc Electric Power Association will be afforded the opportunity to address the Board.
- Each member in attendance will be asked if they would like to address the Board, in the order of their name on the attendance list.
- Only two members will be allowed to address the Board on any particular subject. However, two persons may speak in favor of and two in opposition to a particular subject.
- Each member will be allowed to speak for up to five minutes, and will be given a notice with one minute remaining in their time allotment and again when their time limit has expired.
- Other guests are asked to show courtesy and respect the time of the person who is speaking at any particular time by not interrupting or adding side comments while the recognized person is speaking.

Adopted: April 8, 2020