The Customer Care Information and Process Guide contains general points of interest and forms on subjects listed within the Customer Care Policy Manual.

This revised Customer Care Information and Process Guide is effective July 1, 2018
The Customer Care Information and Process Guide was developed as a companion reference to the Customer Care Policy Manual. This reference contains general information for customers conducting business with MLGW. The Customer Care Information and Process Guide provides answers to frequently asked questions and includes examples of MLGW standardized business forms.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preface</td>
<td>i</td>
</tr>
<tr>
<td></td>
<td><strong>SECTION I: Customer Care Information and Process Guide</strong></td>
<td></td>
</tr>
<tr>
<td>200.00</td>
<td>Contact MLGW</td>
<td>1</td>
</tr>
<tr>
<td>200.10</td>
<td>Customer Care Center</td>
<td>1</td>
</tr>
<tr>
<td>200.20</td>
<td>Commercial Resource Center</td>
<td>1</td>
</tr>
<tr>
<td>200.30</td>
<td>Other Helpful MLGW Contacts</td>
<td>1</td>
</tr>
<tr>
<td>200.40</td>
<td>Special Assistance</td>
<td>2</td>
</tr>
<tr>
<td>201.00</td>
<td>Community Office Locations and Business Hours</td>
<td>2</td>
</tr>
<tr>
<td>202.00</td>
<td>Identification</td>
<td>3</td>
</tr>
<tr>
<td>203.00</td>
<td>Account Information</td>
<td>3</td>
</tr>
<tr>
<td>203.10</td>
<td>Privacy Statement</td>
<td>3</td>
</tr>
<tr>
<td>203.20</td>
<td>Public Records Act</td>
<td>4</td>
</tr>
<tr>
<td>204.00</td>
<td>Meter Reading</td>
<td>4</td>
</tr>
<tr>
<td>205.00</td>
<td>Schedule of Charges</td>
<td>4</td>
</tr>
<tr>
<td>206.00</td>
<td>Billing</td>
<td>5</td>
</tr>
<tr>
<td>206.10</td>
<td>Estimated Billing</td>
<td>5</td>
</tr>
<tr>
<td>206.20</td>
<td>E-Billing – General Power Customers</td>
<td>5</td>
</tr>
<tr>
<td>206.25</td>
<td>Master Billing</td>
<td>6</td>
</tr>
<tr>
<td>206.30</td>
<td>Sales Tax</td>
<td>6</td>
</tr>
<tr>
<td>206.40</td>
<td>Leased Outdoor Lighting</td>
<td>7</td>
</tr>
<tr>
<td>206.50</td>
<td>City Service Charges and Fees</td>
<td>7</td>
</tr>
<tr>
<td>207.00</td>
<td>Payment Options</td>
<td>7</td>
</tr>
<tr>
<td>207.05</td>
<td>AutoPay</td>
<td>7</td>
</tr>
<tr>
<td>207.10</td>
<td>Community Offices</td>
<td>8</td>
</tr>
<tr>
<td>207.15</td>
<td>Mail</td>
<td>8</td>
</tr>
<tr>
<td>207.20</td>
<td>Online</td>
<td>8</td>
</tr>
<tr>
<td>207.25</td>
<td>Electronic Bill Presentment and Payment (EBPP)</td>
<td>8</td>
</tr>
<tr>
<td>207.30</td>
<td>Telephone</td>
<td>8</td>
</tr>
<tr>
<td>207.35</td>
<td>Express Pay</td>
<td>8</td>
</tr>
<tr>
<td>207.40</td>
<td>E-Wiz Kiosks at Local Exxon Stores</td>
<td>8</td>
</tr>
<tr>
<td>207.45</td>
<td>Pay Agents</td>
<td>9</td>
</tr>
<tr>
<td>207.50</td>
<td>ACH Transfers</td>
<td>9</td>
</tr>
<tr>
<td>208.00</td>
<td>Refunds of Accounts Receivable</td>
<td>9</td>
</tr>
<tr>
<td>209.00</td>
<td>Energy Conservation Services</td>
<td>9</td>
</tr>
<tr>
<td>209.10</td>
<td>My Account</td>
<td>9</td>
</tr>
<tr>
<td>209.20</td>
<td>Energy Doctor</td>
<td>10</td>
</tr>
<tr>
<td>209.30</td>
<td>eScore</td>
<td>10</td>
</tr>
<tr>
<td>210.00</td>
<td>Connection and Disconnection of Services</td>
<td>10</td>
</tr>
<tr>
<td>210.10</td>
<td>Automated Proactive Telephone Dialer</td>
<td>10</td>
</tr>
<tr>
<td>210.20</td>
<td>Third Party Notification (Residential Customers only)</td>
<td>11</td>
</tr>
<tr>
<td>210.30</td>
<td>Property Owner Rights</td>
<td>11</td>
</tr>
<tr>
<td>211.00</td>
<td>Claims</td>
<td>11</td>
</tr>
<tr>
<td>211.10</td>
<td>Weather Conditions</td>
<td>11</td>
</tr>
<tr>
<td>Section</td>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>212.00</td>
<td>Identity Theft and Unauthorized Usage of Utility Services (Diversion)</td>
<td>12</td>
</tr>
<tr>
<td>212.10</td>
<td>Reporting Identity Theft</td>
<td>12</td>
</tr>
<tr>
<td>212.20</td>
<td>Reporting Unauthorized Usage of Utility Services (Diversion)</td>
<td>12</td>
</tr>
<tr>
<td>213.00</td>
<td>Dispute Resolution Process</td>
<td>12</td>
</tr>
<tr>
<td>214.00</td>
<td>Final Bill</td>
<td>13</td>
</tr>
<tr>
<td>215.00</td>
<td>MLGW Board Meetings</td>
<td>14</td>
</tr>
<tr>
<td>216.00</td>
<td>Special Programs</td>
<td>14</td>
</tr>
<tr>
<td>216.05</td>
<td>Budget Billing</td>
<td>14</td>
</tr>
<tr>
<td>216.10</td>
<td>Generation Partners</td>
<td>15</td>
</tr>
<tr>
<td>216.15</td>
<td>Gift of Comfort</td>
<td>15</td>
</tr>
<tr>
<td>216.20</td>
<td>Green Power Switch</td>
<td>15</td>
</tr>
<tr>
<td>216.25</td>
<td>Life Support Program</td>
<td>15</td>
</tr>
<tr>
<td>216.30</td>
<td>Net Due Date Program</td>
<td>16</td>
</tr>
<tr>
<td>216.35</td>
<td>Owners Reconnect Program</td>
<td>16</td>
</tr>
<tr>
<td>216.40</td>
<td>On Track Program</td>
<td>17</td>
</tr>
<tr>
<td>216.45</td>
<td>Plus-1</td>
<td>17</td>
</tr>
<tr>
<td>216.50</td>
<td>Share the Pennies</td>
<td>17</td>
</tr>
<tr>
<td>216.55</td>
<td>Winter Moratorium – Senior and/or Disabled Customers</td>
<td>18</td>
</tr>
<tr>
<td>217.00</td>
<td>Definition of Terms</td>
<td>19</td>
</tr>
</tbody>
</table>

**SECTION II: Forms**

Exhibit A: Deposit and Delinquent Service Order Reconnected (DLQ) Criteria (Residential) 21 - 22
Exhibit B: Deposit and Delinquent Service Order Generated Criteria (General Power Customers) 23
Exhibit C: Disconnect Process Time Lines 24 - 25
Exhibit D: Payment Arrangement Time Line 26
Exhibit E: No Service Agreement Disconnect Process 27 - 28
Exhibit F: Residential Service Agreement 29 - 30
Exhibit G: General Power Service Agreement – Corporation 31 - 32
Exhibit H: General Power Service Agreement – LLC, LLP or Limited Partnership 33 - 34
Exhibit I: General Power Service Agreement – Sole Proprietorship, General Partnership or Misc. Entity 35 - 36
Exhibit J: Corporate Resolution 37
Exhibit K: Designated Agent(s) – Residential Customers 38
Exhibit L: Designated Agent(s) – General Power Customers 39
Exhibit M: Guarantee of Debt 40
Exhibit N: Standard Charge Builder Application 41
Exhibit O: AutoPay Direct Debit Authorization Agreement 42
Exhibit P: Third Party Notification Form 43
Exhibit Q: Affidavit of Fraudulent Receipt of Utilities 44
Exhibit R: Budget Billing Application 45
Exhibit S: Gift of Comfort Donation Card 46
Exhibit T: Net Due Date Program Agreement 47
Exhibit U: Owner’s Reconnect Program Service Agreement 48 - 50
Exhibit V: On Track Application 51
Exhibit W: Plus 1 Donation Card 52
Exhibit X: Winter Moratorium Application 53
Index 55
Section I: Customer Care Information and Process Guide
Section 200.00 Contact MLGW

Customers may contact MLGW to start, stop or transfer utility services as well as inquire about a utility bill, special programs or other information by using the following options:

For general information and social media, check out:

- Online - www.mlgw.com
- Facebook - www.facebook.com/MLGW
- Twitter - @MLGW

To apply for services online, visit:

- Residential - www.mlgw.com/residential/requestservice
- General Power - www.mlgw.com/commercial/requestservicecommercial

Section 200.10 Customer Care Center

Call 901-544-MLGW (6549) or e-mail mlgwcustomercare@mlgw.org

- Start, stop, transfer utility services: 901-820-7878
- Billing, payment and reconnection of services: 901- MLGW (6549)
- Owner’s reconnection of services: 901-528-4547
- Gas leaks and other emergencies: 901-528-4465
- Report an outage: 901-544-6500

Section 200.20 Commercial Resource Center

Call 901-528-4547 or email crc@mlgw.org

- Gas leaks and other emergencies: 901-528-4465
- Report an outage: 901-544-6500

Section 200.30 Other Helpful MLGW Contacts

- Energy Doctor: 901-528-4188
- Gas Pilot Light Up: 901-820-7878
- Leased Outdoor Lighting: 901-528-4548
- New construction estimates: 901-729-8630
- Payment Arrangements Online: www.mlgw.com/payarrange
- Payment by Phone: 1-866-315-0277
- Payment Online: www.mlgw.com/residential/payingyourbill
- Streetlight Patrol: 901-320-1497
- Tree Trimming/Replacement: 901-320-1438
Section 200.40 Special Assistance

The following accommodations are available for the hearing impaired and non-English speaking Customers:

- For people who are hearing impaired, but have access to a Telecommunications Device for the Deaf (TDD), please call 901-528-4327.
- For Customers who speak little or no English, please contact the MLGW Customer Care Center at 901-544-MLGW (6549) or 901-820-7878.

Section 201.00 Community Office Locations and Business Hours

- **Downtown Community Office**  
  245 South Main Street, Memphis, TN 38103  
  Monday – Thursday 8:30 AM – 5:00 PM and Friday 8:30 AM – 6 PM

- **Millington Community Office**  
  5131 Navy Road, Millington, TN 38053  
  Monday – Friday 8:00 AM – 4:30 PM

- **North Community Office**  
  2424 Summer Avenue, Memphis, TN 38112  
  Monday – Thursday 8:30 AM – 5:00 PM and Friday 8:30 AM – 6 PM

- **Lamar Community Office**  
  2935 Lamar Avenue, Memphis, TN 38114  
  Monday – Thursday 8:30 AM – 5:00 PM and Friday 8:30 AM – 6 PM

- **Whitehaven Community Office**  
  1111 East Shelby Drive, 38116  
  Monday – Thursday 8:30 AM – 5:00 PM and Friday 8:30 AM – 6 PM
Section 202.00 Identification

See the MLGW 2018 Customer Care Policy Manual Section 102.00, p. 4 for identification requirements.

If current or prospective Customer cannot be identified to a supervisor’s satisfaction per the Identification Policy, the Customer will be referred to a Tennessee Driver’s license office or governmental employer (if applicable) who may execute and submit an Affidavit of Identification in a form to be provided by MLGW, a human services agency or other potential source in order to obtain adequate identification.

Section 203.00 Account Information

Customer may request information about their account by calling the Customer Care Center at 901-544-MLGW (6549) or e-mailing mlgcustomercares@mlgw.org. Customer should be prepared to provide additional information about their account and residence for verification purposes.

Customer may request a free previous 12-month history of usage and billing for a single account. Requests for billing histories beyond 12 months, itemized statements and any other requests will be charged at a predetermined rate. Customers can use Electronic Bill Presentment and Payment (EBPP) to view, print or pay their bill online at no cost. See Section 207.25, p. 9 for more information about EBPP.

A MLGW utility account must be in the name of a living person or active business entity. MLGW has the legal right and obligation to disconnect services upon notification or discovery of the death of the Customer of Record. Spouses or occupants should notify MLGW immediately to either disconnect or activate the services in another name.

MLGW may transfer any credit balance or unpaid balance that is the Customer’s legal obligation to a Customer’s account. A letter will be sent notifying the Customer when a balance transfer is made.

By providing MLGW with a telephone number and other contact information, Customer agrees that MLGW or MLGW’s agents may contact the Customer. This may occur through an automatic telephone dialing system that leaves a voice message or a prerecorded message.

Section 203.10 Privacy Statement

MLGW strives to safeguard the security and integrity of its Customers’ information. MLGW will:

- Only share information with non-affiliated third parties when they are acting on behalf or jointly with MLGW or at the Customer’s request. Information may be shared with governmental or municipal entities.
- Report information about Customers’ accounts to credit bureaus and/or consumer reporting agencies. Defaults on the utility account may be reflected in the Customer’s credit report and/or consumer report.
• Adhere to applicable legal requirements that subject MLGW Customer billing records to the Public Records Act.

Section 203.20 Public Records Act

MLGW Customer records are subject to the Public Records Act. This act is exclusive to Tennessee residents who are requesting the records of other MLGW Customers. Charges may apply for a record request. For more information, contact the Utility Public Records Clerk at 901-528-4478.

Section 204.00 Meter Reading

• MLGW reads a Customer’s meter every 27 - 33 days (under normal circumstances).
• MLGW Meter Readers need access to a Customer’s meters on the scheduled date for monthly meter readings. The following examples may cause a Customer’s bill to be estimated:
  a. Overgrown shrubbery making it difficult to locate a meter
  b. A locked gate or a dog in the yard making the meter completely inaccessible

See the MLGW 2018 Customer Care Policy Manual Section 107.00, p. 13 (Exception 1) for more information about estimated billing.

• MLGW’s Meter Readers use state-of-the-art, hand-held computers when recording their readings. The hand-held computer is highly reliable and has greatly reduced the potential for error. The reading information is downloaded to MLGW’s mainframe computer at the end of each day.
• Visit www.mlgw.com/residential/reading-your-meter for easy-to-follow directions on how to locate and read your meter.
• Utility usage is calculated similar to that of a car odometer which records miles driven. A utility meter captures and records how much electric, gas and water services are used.
• Electricity is measured and priced in kilowatt hours (kWh). MLGW bills Customers according to the number of kilowatt hours used as measured by an electric meter. Natural gas and water are measured and priced in units of a hundred cubic feet (CCFs).

Section 205.00 Schedule of Charges

The MLGW Electric, Gas and Water Schedule of Charges is updated each January and can be reviewed at www.mlgw.com/images/content/files/pdf/ScheduleofCharges.pdf or is available upon request by calling the Customer Care Center at 901-544-MLGW (6549), the Commercial Resource Center at 901-528-4547 or by visiting one of the five Community Offices.
Section 206.00 Billing

A Customer’s utility bill is due upon receipt and considered past due if not paid on or before the due date shown on the utility bill. Late charges will be assessed the day after the due date. For a detailed explanation of a MLGW utility bill, visit www.mlgw.com and register for My Account.

Customer may request to have their utility bill mailed to a third party. This does not relieve the Customer of the responsibility for paying their monthly bill. The Customer of Record is required to complete a Third-Party Notification form (Exhibit P, p. 43) prior to adding a third party for billing purposes. For information about Third-party Notification see Section 210.20, p. 12.

Section 206.10 Estimated Billing

MLGW will provide Customers with an estimated utility bill if an actual meter reading is not possible due to extreme weather conditions, closed or locked gates, pets in yard, no visible access to meters, staffing issues, etc. Estimated utility bills are based on historical billing data. If MLGW estimates a Customer’s utility bill, the word “estimate” will appear on the bill. After the next actual meter reading, the bill will automatically be reconciled and adjusted if the estimated bill was too high or too low.

To help reduce the possibility of meters being estimated, Customers are asked to make sure MLGW has easy access to all meters on the date the meter reader is scheduled to visit. This date appears in the blue-shaded column on the right side of the utility bill.

If a Customer’s meter readings have been estimated for two consecutive months, the Customer should contact MLGW at 901-544-MLGW (6549) to discuss possible problems related to meter access and to schedule an actual meter reading.

Section 206.20 E-Billing – General Power Customers

The E-Billing program is designed to allow a business Customer with multiple locations to receive one billing statement per month that encompasses charges for all of the subordinate accounts. Each account’s meter is read in its normal billing cycle, but the bill is suspended until the last billing cycle has been completed. When the bill is rendered, the Customer must pay the bill in its entirety.

In order to participate in the E-Billing program, the Customer must have a minimum of five (5) accounts and cannot:

a. have an existing balance
b. have an existing loan or payment arrangement
c. owe an unpaid deposit
d. be actively enrolled in the Budget Billing Program
The **Customer** must provide a listing of all the accounts to be included on their E-Billing account.

The **Customer** must submit a payment that covers the exact E-Billing invoice amount. If full payment is not received, the accounts are subject to disconnection and removal from the program. In addition, the **Customer** is subject to removal from the program if payment is received late three (3) times in a 12-month period.

**Section 206.25 Master Billing – General Power Customers**

The Master Billing Program has been replaced with E-Billing (see Section 206.20, p. 6). **Customers** who were enrolled in Master Billing on or before November 7, 2007 are allowed to remain in the program. The program allows a **General Power Customer** with multiple locations to receive one billing statement per month that encompasses charges for all of the subordinate accounts. Each account is read in its normal billing cycle, but the bill is suspended until the last billing cycle has been completed. Note the following:

1) The **Customer** must have a minimum of five accounts and provide a list of all accounts to be included in the Master Billing Program.
2) In order to receive a Master Bill, **Customer** cannot:
   a. have an existing balance
   b. have an existing loan or Payment Arrangement (see MLGW 2018 Customer Care Policy Manual, Section 108.10, p. 15)
   c. owe an unpaid deposit
   d. be actively enrolled in the Budget Billing Program (see MLGW 2018 Customer Care Information and Process Guide, Section 216.05, p. 15)
3) **Customer** must submit a payment that covers the entire Master Bill invoice amount. If the full payment is not received, the accounts are subject to disconnection and removal from the program. **Customer** is also subject to removal from the program if payment is received late three (3) times in a 12-month period. Strict adherence is required to remain in the plan.
4) **MLGW** reserves the right to discontinue the Master Billing Program for those **Customers** after appropriate notice is given.
5) The termination process may take up to 30 days if a **Customer** requests to be removed or is terminated from the Master Billing Program.

**Section 206.30 Sales Tax**

**MLGW** is required to collect taxes on **Residential** water sales in accordance with the State of Tennessee Code Annotated Section 67-6-334. **Customers** can review the code and section at the State of Tennessee website.
Section 206.40 Leased Outdoor Lighting

Customers may contract with the Leased Outdoor Lighting program. This program provides flat-rate billing for Residential and General Power Customers who have pole-mounted lighting fixtures with either overhead or underground wiring installed by MLGW on their property. The Customer will be responsible for the cost of each new lighting installation. Leased Outdoor Lighting fees are shown as a line item on the Customer's monthly utility bill.

Customers with pre-existing Leased Outdoor Lighting on their property have the option to continue receiving the service or to discontinue the service. The Customer will receive notice of the existence of Leased Outdoor Lighting at a premise by letter from MLGW, as a line item on their utility bill or other communication from MLGW. A Customer shall be deemed to have accepted the service if the Customer fails to notify MLGW to discontinue the service.

For more information, call the Commercial Lighting Department at 901-528-4548.

Section 206.50 City Service Charges and Fees

Sewer, solid waste disposal, mosquito/rodent control, storm water and county fire protection charges are included on your MLGW bill (if applicable) for billing purposes. These services are provided by Shelby County, the City of Memphis and surrounding municipalities. For questions about these services, please contact the following:

- Arlington Sewer and Solid Waste – 901-867-2620
- Collierville Sewer Fees – 901-853-3215
- County Fire Protection – 901-379-7074
- Lakeland Sewer and Solid Waste – 901-867-2717
- Memphis Sewer Fees – 901-576-6757
- Memphis Solid Waste Disposal Fees – 901-576-6851 (extension 3)
- Mosquito/Rodent Control – 901-323-8403
- Shelby County Sewer Fees – 901-545-3370
- Storm Water Fee – 901-576-4349

Section 207.00 Payment Options

Section 207.05 AutoPay

AutoPay is an automated payment plan allowing MLGW to draft a Customer's designated bank account for the net amount of their utility bill each month. To apply for this payment service, Residential and General Power Service Customers must complete an AutoPay authorization agreement (Exhibit O, p. 42) and provide a voided deposit slip. Customer must not have any returned checks within the last 12 months and a checking account with a bank that is a member of the Automated Clearing House Association. Application forms are available at
www.mlgw.com/residential/autopay or through the Community Offices, the Customer Care Center or the Commercial Resources Center.

Section 207.10 Community Offices

Customer can pay their utility bill in person by visiting one of the five MLGW Community Offices. See Section 201.00, p. 2 for Community Office locations and hours of operation.

Section 207.15 Mail

Mail payments to: MLGW, P.O. Box 388, Memphis, TN 38145

Section 207.20 Online

To pay Residential utility bills online, log in to My Account at www.mlgw.com. Follow the instructions to make a payment. Customer must have credit/debit card or personal check information available to complete this transaction. Customer can create recurring payments or one-time payments.

Section 207.25 Electronic Bill Presentment and Payment (EBPP)

Electronic Bill Presentment and Payment (EBPP) is a service available to Residential and General Power Customers. Customers can create an online profile at MLGW's website at www.mlgw.com to view, print and pay their utility bill online (optional).

- Customers who enroll in EBPP and pay from a bank account may do so at no additional charge.
- Customers who enroll in EBPP and pay from an electronic check, ATM/debit cards or credit cards will incur a nominal transaction fee.
- Some restrictions may apply regarding electronic payments by cash-only Customers.

Section 207.30 Telephone

To pay Residential utility bills by phone, call the automated payment system at 1-866-315-0277. Customer must have credit/debit card or personal check information available to complete this transaction. A nominal fee will be charged by the vendor providing this service.

Section 207.35 Express Pay

MLGW’s automated Express Pay stations (located at MLGW Community Offices) allow Customers to pay their utility bills 24 hours a day, seven (7) days a week and 365 days a year. The machines accept cash, checks or money orders. Customers must have the bottom portion of their bill when using this payment option. For a list of MLGW Community Offices, see Section 201.00, p. 2.

Section 207.40 E-Wiz Kiosks at Local Exxon Stores

Cash payments can be made using E-Wiz kiosks located at all local Exxon stores. Customers must enter the 16-digit account number or the telephone number and the last four digits of the
Social Security number associated with the account. A nominal fee will be charged when using this payment option.

Section 207.45 Pay Agents

Various other pay agents such as Dollar General, pharmacies and grocery stores are located throughout the city. Pay agents can be located at http://www.mlgwagents.com. Customers must have both portions of their utility bill and payment must be made on or before the due date printed on the bill when using this payment option.

Section 207.50 ACH Transfers

ACH/EDI and wireless capabilities

Section 208.00 Refunds of Accounts Receivable

MLGW will refund balances on accounts that have a credit balance of $1.00 or greater as a result of an over-payment, credit adjustment or deposit applied. Credits on inactive accounts are routinely returned to the Customer of Record. Credits on active accounts are refunded at the Customer’s request. However, refunds will not be rendered if Customers have past due balances on additional accounts. Credit balances for Residential and General Power Customers are refunded in the following manner at MLGW’s discretion:

1) By check forwarded to the mailing address listed on the Customer’s account
2) By crediting the Customer’s existing account or by crediting another active account at the Customer’s request
3) By transferring to another active or inactive account with a past due balance

If the credit is the result of a check payment, MLGW reserves the right to withhold a refund until after 10 business days.

When refunds are not deliverable, the refund will be maintained by the utility for a period of two years. After two years, the unclaimed refunds will be turned over to the State of Tennessee.

Section 209.00 Energy Conservation Services

Section 209.10 My Account

My Account enables Customers to track utility use and find ways to save. The Dashboard and Bill Analysis sections allow users to compare their current bill to the previous month or similar period of the previous year to see what factors caused their bill to change. The Billing History section enables Customers to see the impact of energy improvements. Other sections include the Home Energy Center, Find Ways to Save, Carbon Calculator and Learn About Energy. All sections are designed to help Customers find detailed information about their homes to help control utility use. For more information about My Account, visit www.mlgw.com.
Section 209.20 Energy Doctor

The Energy Doctor is a free in-home service conducted by MLGW Energy Technicians to find ways for Customers to save on their utility bills. The Energy Technician will identify energy-saving opportunities by analyzing the Customer’s HVAC equipment, water heater, attic insulation, windows, doors and other areas. To schedule an Energy Doctor audit, contact MLGW Residential Services at 901-528-4188.

Section 209.30 eScore

eScore is a program from TVA to encourage the installation of energy-efficiency upgrades to existing single-family homes. The program provides participants in the MLGW service area with an evaluation to determine a home’s energy-efficiency level based on a rating of 1 – 10 with 10 being the most energy efficient. The eScore home evaluation also includes a detailed report with the following:

- A customized list of energy-efficiency upgrades that can be made over time to achieve a rating of 10
- A list of rebates for all qualifying energy-efficiency upgrades
- Photos of evaluated areas
- Instant-saving measures installed at the time of the evaluation

All qualified energy-efficiency upgrades must be performed by a member of the TVA Quality Contractor Network to qualify for rebates.

For program details and participation requirements visit www.2eScore.com or call 1-855-2eScore (1-855-237-2673).

Section 210.00 Connection and Disconnection of Services

The Customer or a person of legal age must be present when connecting services (electric, gas or water) for the first time. Customer needs to be present when reconnecting gas or water service turned off due to non-payment. Customer does not need to be present when reconnecting electric service turned off due to non-payment.

If a Customer is planning to move, they should provide MLGW with at least one (1) working day notice (Monday – Friday) to disconnect utility services. This also applies if the Customer is moving to another address and would like to have services transferred to their new address.

Section 210.10 Automated Proactive Telephone Dialer

The Automated Proactive Telephone Dialer may send an automated message to Customers prior to the disconnection of services for non-payment.
Section 210.20 Third-Party Notification (Residential Customers Only)

MLGW offers a voluntary Third-Party Notification Program where a Customer may designate a third party for MLGW to notify in the event of a disconnection notice due to non-payment. A copy of the cutoff notice will be sent to both the Customer and the third-party representative. The third party is not responsible for paying the bill if the Customer of Record defaults on the payment.

MLGW assumes no liability for failure to notify the third party. The Third-Party Notification program does not relieve the Customer of Record’s duty to pay their utility bill. Participants in this program are not exempt from the standard disconnection process outlined in Section 113.00, p. 21-22 of the MLGW 2018 Customer Care Policy Manual.

Customer of Record must complete the Third-Party Notification form (Exhibit P, p. 43) and the form must be approved by an MLGW Supervisor prior to enrollment in this program. Customers may obtain a Third-Party Notification application online at www.mlgw.com/residential/assistanceprograms or at a Community Office. The application must be notarized.

Section 210.30 Property Owner Rights

Only the Customer of Record with proper identification may authorize the disconnection of services. However, if MLGW can confirm the current tenant no longer has the legal right to occupy the premises and has vacated the premises, the property owner may connect the services in their name.

MLGW will not knowingly be used as an eviction tool for property owners to remove tenants. All regular policies and schedules regarding disconnection for non-payment or other reasons will be followed. If a landlord or property owner is the Customer of Record and requests that utility services be disconnected, MLGW will disconnect the services.

Section 211.00 Claims

A Customer’s claim of damages caused by MLGW should be submitted to the MLGW Claims Department. For more information, call 901-528-4621.

Section 211.10 Weather Conditions

MLGW is not liable for problems caused by lightning, power surges, low voltage, high voltage, loss of power or other temporary abnormal system conditions that are caused by weather, long-term equipment failures or other causes not due to direct negligence by MLGW or its employees. The Customer will be responsible for purchasing and installing any protective
devices required to protect the Customer’s equipment from any temporary abnormal system condition that may occur.

Section 212.00 Reporting Identity Theft and Unauthorized Usage of Utility Services (Diversion)

Section 212.10 Reporting Identity Theft

MLGW is committed to protecting the privacy of its Customers. Customers who have experienced identity theft should notify MLGW immediately and take the following steps:

a. Complete a notarized Affidavit of Fraudulent Receipt of Utilities (Exhibit Q, p. 44).
b. Provide a police report.
c. Provide other valid proof that substantiates claim of identity theft.

MLGW will assist in the prosecution to the fullest extent allowed by law anyone who knowingly transfers or uses (without lawful authority) a means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal, state or local law.

Section 212.20 Reporting Unauthorized Usage of Utility Services (Diversion)

MLGW’s Revenue Protection department has the responsibility of ensuring MLGW services are not being stolen or misused. If you suspect anyone of engaging in these illegal activities, you can make an anonymous report with any relevant information by e-mail at revenueprotection@mlgw.org, by calling 901-320-1579 or by visiting one of the MLGW Community Offices. You will need to provide MLGW with the address involved with the stolen utilities so a proper investigation can be performed.

For more information about the unauthorized usage of utility services (diversion) and examples, see the MLGW 2018 Customer Care Policy Manual Section 110.00, p. 18-20.

Section 213.00 Dispute Resolution Process

It is the policy of MLGW to allow the Customer of Record a process to dispute and resolve matters pertaining to their utility account(s). Disputes should be presented to an MLGW representative by the Customer of Record or Authorized Representative (must provide proof such as power of attorney, designated agent form or other legal documents). Authorized Representative must also provide valid identification.

The resolution process is progressive starting with the Customer’s first point of contact (i.e. Credit Counselor, Service Advisor and Commercial Resource Representative). If resolution is not achieved at the first point of contact, Customers may request to present their dispute to a Chief or Supervisor in the Customer Care Center, Commercial Resource Center, Builder Services or one of the Community Offices (see list of locations Section 201.00, p. 2). If there is no resolution at the supervisory level, the Customer may request to present their dispute to the
area manager. If there is no resolution at the manager level, the Customer is entitled to a Dispute Resolution hearing conducted by the Customer Relations Department.

The Dispute Resolution hearing process is normally completed within 30 working days and during this process, the Customer’s utility service will not be interrupted. The Dispute Resolution hearing process begins when the account is referred to the Customer Relations Department. At this hearing, Customers may present their unresolved dispute to the Manager of Customer Relations or other employee designated by the Vice President of Customer Care. Once the Customer has presented their case, the Customer will receive written notification of a decision. It is incumbent on MLGW to establish its claims by a preponderance of evidence.

The Manager of Customer Relations will monitor the resolution process and notify the Vice President of Customer Care of any disputes that are not resolved within 60 days of initial receipt of the dispute by the Customer Relations Department.

The Dispute Resolution hearing represents the final step in the Customer dispute resolution process. The written decision rendered in accordance with the above referenced process will be final. No additional appeals to any other MLGW employee or agents shall be considered.

Customers who wish to dispute their utility bill should note the following:

- Residential Customers should call the MLGW Customer Care Center at 901-544-MLGW (6549)
- General Service Customers should call the MLGW Commercial Resource Center at 901-528-4270

Customers may also register their dispute in the following ways:

- Visit one of the five Community Offices (see list Section 201.00, p. 2)
- Mail a letter to the MLGW Research Department at P.O. Box 430, Memphis, TN 38103
- E-mail mlgwcustomercare@mlgw.org

Refer to Section 112.00, p. 20-21 in the MLGW 2018 Customer Care Policy Manual for more information about the Dispute Resolution policy. Customers can also view the policy by requesting a copy at one of the community offices or by requesting a copy through the mail by calling 901-528-4887.

Section 214.00 Final Bill

A final bill is generated by MLGW when utility services have been terminated. If the bill is not paid within 60 days, MLGW reserves the right to transfer the bill to any active account held by the Customer of Record or other responsible party and/or may be placed with a collection agency. MLGW will notify said Customer of the unpaid remaining account balance via the regular U.S. Postal Service two times during the 60-day period before the placement with a collection agency. After placement with the collection agency, the agency shall have authority to pursue all means available to achieve full payment of all overdue amounts including, if necessary, the cost of collections. The account may also be reported to the credit bureaus.
Section 215.00 MLGW Board Meetings

MLGW public Board Meetings are held every first and third Wednesday of each month at 1 PM on the fifth floor in the Board Room at the MLGW Administration Building located at 220 South Main Street, Memphis, TN unless otherwise noted and communicated.

Anyone from the public may attend, but will be required to sign in at the MLGW Security desk in the lobby. If anyone wants to speak at the Board Meeting, they will be required to complete and return a card providing their name, address, telephone number and subject matter. At the 1 PM meeting, the Chairman of the Board will recognize anyone that has returned a card and allow them to speak for three minutes.

Section 216.00 Special Programs

Section 216.05 Budget Billing

MLGW’s Budget Billing program spreads a Customer’s projected billing over a 12-month period. The projected billing amount is based on the Customer’s previous 12-month utility usage as well as an adjustment factor that takes into consideration weather, rates and projected gas costs. The Customer’s Budget Billing amount will remain about the same during the 12-month period unless a large deficit or credit is accrued. Customers can sign up for the program at any time (see Exhibit R, p. 45), but a new Budget Billing amount will be assessed in March of each year. Please note the following about the program:

- **Customer** must have an account at the current address for a minimum of six (6) months.
- **A-Rated Customers** may enroll in the program with a maximum existing balance of $399.99. Customer may request to pay their balance in installments over a 12-month period.
- **B-Rated Customers** may enroll in the program with a maximum existing balance of $199.99. Customer may request to pay their balance in installments over a 12-month period.
- Once the **Customer** is enrolled in the program, the **Customer** must pay their bill in full every month. MLGW will terminate the Budget Billing plan if the **Customer** fails to meet payment requirements.
- If a **Customer** is disconnected for non-payment, moves to a new address or is removed from the program, they will not be eligible to participate in Budget Billing again for six (6) months. Any remaining balance or credit from the Budget Billing plan will be applied to the **Customer’s** next utility statement.
- If a **Customer** no longer wishes to participate in the program, the credit or debit amount will be applied to the next utility statement.
- Surviving occupants of **Customers** who were enrolled in the program can use the 6-month active history of the deceased **Customer of Record**.
For information or to download an application:  www.mlgw.com/residential/budgetbilling

Section 216.10 Generation Partners

The TVA Generation Partners program is for Customers who install qualified, renewable electric generation equipment at their home or facility and may be eligible for generation credits based on the amount of electricity generated at the site each month. Generation credits appear as a line item on a Customer’s utility bill and are applied each month. For more information, visit www.mlgw.com/greenpower.

Section 216.15 Gift of Comfort

The Gift of Comfort program provides a means for individuals in the community to make a payment towards a MLGW Customer’s utility bill as a gift. The gift will appear as a credit on the recipient’s utility bill. Visit www.mlgw.com/residential/giftofcomfort to download the gift form (Exhibit S, p. 46) and return the completed form to: Memphis Light, Gas and Water, P.O. Box 388, Memphis, TN 38145. Gift forms are also available at MLGW Community Offices.

Section 216.20 Green Power Switch

Customers may enroll in the voluntary TVA Green Power Switch program to support the generation of energy from renewable sources. Green Power Switch charges are itemized on a Customer’s monthly utility bill. For more information, visit www.mlgw.com/greenpower.

Section 216.25 Life Support Program

MLGW maintains a Life Support program to assist Customers requiring special equipment to sustain life. Qualifying equipment is exclusive to the following:

- Ventilator
- Iron lung
- Ventricular Assist Devices (VAD)
- Apnea monitors for premature infants
- Heart monitors for newborn babies for six (6) months or less are approved as temporary life-sustaining equipment

For more information about the Life Support Program, see the MLGW 2018 Customer Care Policy Manual Section 116.00, p. 25. To apply for the Life Support program, call 544-MLGW (6549) or visit a MLGW Community Office (see list of Community Offices Section 201.00, p. 2).
Section 216.30 Net Due Date Program – Residential Customers

If the Customer of record receives income that is only paid once or twice per month and is not supplementing their primary income, the Customer may be eligible to change the due date on their utility bill to the 12th of each month pending Supervisory approval.

The Customer must:

- Sign a Net Due Date Program Agreement (Exhibit T, p. 47)
- Present supporting documentation such as a driver’s license, verification of income and/or a signed statement from their physician (if applicable)
- Pay their current bill which includes the deferred amount by the Net Due Date

Senior Customers are exempt from these requirements.

Customers may be eligible for an additional payment arrangement based on the hardship criteria as defined in the MLGW 2018 Customer Care Policy Manual Section 108.30, p. 16-17. Customers enrolled in the Net Due Date program are not eligible for a Deferred Payment Plan (DEFB). See the MLGW 2018 Customer Care Policy Manual Section 108.40, p. 17 regarding Deferred Payment Plans.

If removed from the Net Due Date program for non-compliance, the Customer must wait six (6) months before reapplying for the program. For more information or to apply for the Net Due Date program, please call 544-MLGW (6549) or visit a MLGW Community Office (see list of Community Offices Section 201.00, p. 2).

Section 216.35 Owner’s Reconnect Program

The Owner’s Reconnect program is a contractual agreement (Exhibit U, pp. 48 - 50) between MLGW, property owners and/or property management groups. It is designed to assist owners of Residential rental property and property management groups who have multiple properties and want to avoid the inconvenience of connecting/reconnecting services between tenants as well as related fees.

Only the owner or owner’s Authorized Representative can request or make service changes on the account. Services will remain active in the owner or owner’s Authorized Representative’s name when utility service is removed from the tenant’s name. The owner or owner’s Authorized Representative is exempt from connection fees, solid waste disposal fees and minimum charges for three (3) months.

To participate in this program, the owner or Authorized Representative must:

- Own a minimum of 10 properties
- Have an active MLGW account with an approved RSA (Exhibit F, pp. 29 - 30) or GPSA (Exhibits G, H and I, pp. 31 - 36) on file
- Provide a notarized service agreement (Exhibit U, pp. 48 - 50) and two forms of identification
- **Residential Customers** will be required to provide a notarized Designated Agent Form (Exhibit K, p. 38)
- Have 24 months of good-pay credit history with MLGW at a residential address or provide a bond, CD or bank letter of credit
- Provide MLGW with an e-mail address for receipt of e-mail notices from MLGW to the Owner’s Reconnect participant. It is the responsibility of the participant to ensure MLGW has the appropriate e-mail address.

**General Power** accounts and real estate agents are not eligible for this program.

### Section 216.40 On Track Program

On Track is an MLGW program designed to help **Residential Customers** with limited incomes manage debt and pay off their bills over a period of time. The program focuses on education, financial management and social services. For more information, call 901-528-4821 or visit [www.mlgw.com/residential/ontrack](http://www.mlgw.com/residential/ontrack). See Exhibit V, p. 51 for application form example.

### Section 216.45 Plus-1

Plus-1 is a program administered by the Metropolitan Inter-Faith Association (MIFA) to pay utility services for people in need due to unforeseen events causing a financial hardship. **MLGW Customers** fund the program through one-time donations or by adding a dollar or more to their monthly utility bill. Contributions are tax deductible. For more information about the Plus-1 program or to make donations, visit [www.mlgw.com/plus1](http://www.mlgw.com/plus1). See Exhibit W, p. 52 for donation form example. If a **Customer** is in need of Plus-1 assistance, contact MIFA at 901-527-0208.

### Section 216.50 Share the Pennies

Share the Pennies is a voluntary program administered in conjunction with MIFA. **MLGW Customers** to round their utility bill to the next whole dollar amount. The difference is used to provide eligible customers with grants for home weatherization repairs for eligible customers.

**Customers** who wish to **opt out** of the bill round up program may do so via the following options:

- Visit mlgw.com/share and submit the opt out form (must have social security number on file with MLGW).
- Call 544-6549 (MLGW), press 1 – 2 – 6 – 2 and follow the prompts or speak with a Service Advisor.
- Speak with an Advisor at any MLGW Community Office

**Customers** who wish to apply for a home weatherization grant must apply online at [mifa.org/sharethepennies](http://mifa.org/sharethepennies) during an open application period.
Section 216.55 Winter Moratorium – Senior and/or Disabled Customers

The Winter Moratorium program is designed to prevent non-payment disconnections for qualified Residential Customers who are senior citizens (60 years old or older) and/or Customers currently receiving disability benefits from the Social Security Administration during the winter months from December 1 through March 1 of every year. Customer must meet the following qualifications:

- Must return a completed Winter Moratorium application (Exhibit X, p. 53) with proof of age or disability with documentation that demonstrates receipt of benefits within the last 30 days. Applications must be received by the close of business on November 30th. Applications received after the November 30th deadline will be processed for the following year.
- Customer’s utility bill must not have any past-due balance above the minimum balance threshold of $199 as of November 30 of each year.
- Participating Customers must agree to pay off the total balance owed. Upon request, MLGW will spread the balance owed over a three-month period.
- If disconnected for non-payment, MLGW will reconnect services to Customers upon full payment of the past-due amount and fulfill any deposit requirement.

Customers may pick up an application at any Community Office or can obtain an application online at www.mlgw.com. Customers may also call the Customer Care Center at 901-544-6549 to have an application mailed to them.

For the policy governing the Winter Moratorium program, see the MLGW 2018 Customer Care Policy Manual Section 115.10, p. 23.
Section 217.00 Definition of Terms

**Authorized Representative** – acts on behalf of a **Customer**. Requires valid identification and proof such as Power of Attorney, Designated Agent Form or other legal documents.

**Builder** – a business entity engaged in the construction of residential or commercial property.

**CCFs** – unit of measure for water and gas consumption (one CCF = one hundred cubic feet).

**Customer or Customer of Record** – any person or business under contract to receive utility services provided by **MLGW**.

**General Service Customer** – recipient of utility services supplied to premises primarily used to conduct business activities and is billed at a General Power Rate.

**GPSA** – **General Power Service Agreement** (Exhibits G, H and I, pp. 31 - 36).

**MLGW** – Memphis Light, Gas and Water.

**Residential Customer** – recipient of utility services supplied to premises where people normally live and are billed at a Residential Rate.

**RSA** – **Residential Service Agreement** (Exhibit F, pp. 29 - 30).
Section II: Charts, Schedules and Forms
## EXHIBIT A: DEPOSIT AND DELINQUENT SERVICE ORDER RECONNECTED (DLQ) CRITERIA

### Residential Customers Only

<table>
<thead>
<tr>
<th>Current/Initial Deposit</th>
<th>1st Delinquent Service Order*</th>
<th>2nd Delinquent Service Order*</th>
<th>3rd Delinquent Service Order*</th>
<th>4th Delinquent Service Order*</th>
<th>5th &amp; future DLQ up to $350 maximum*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A-Rated Customer with 24 months or greater MLGW history</strong></td>
<td>$0</td>
<td>- $0 deposit charged on next bill</td>
<td>- Minimum deposit charged on next bill</td>
<td>- $50 additional deposit charged on next bill</td>
<td>- $50 additional deposit charged on next bill</td>
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<td>- Entire past due amount must be paid</td>
<td>- Reconnect fee charged on next bill</td>
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<td>- Reconnect fee charged on next bill</td>
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<tr>
<td><strong>New Customer, Approved by credit assessment/letter of reference with less than 24 months MLGW history (includes senior citizens)</strong></td>
<td>$0</td>
<td>- Minimum deposit charged on next bill</td>
<td>- $50 additional deposit required</td>
<td>- $50 additional deposit charged on next bill</td>
<td>- $50 additional deposit charged on next bill</td>
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### New Customer, Credit Risk (B-Rated)

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<thead>
<tr>
<th>Current/Initial Deposit</th>
<th>1st Delinquent Service Order*</th>
<th>2nd Delinquent Service Order*</th>
<th>3rd Delinquent Service Order*</th>
<th>4th Delinquent Service Order*</th>
<th>5th &amp; future DLQ up to $350 maximum*</th>
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<tr>
<td>Minimum deposit</td>
<td>- $50 additional deposit required</td>
<td>- $50 additional deposit charged on next bill</td>
<td>- $50 additional deposit charged on next bill</td>
<td>- $0 additional deposit required</td>
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### Existing Customer, Credit Risk

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<tr>
<th>Current/Initial Deposit</th>
<th>1st Delinquent Service Order*</th>
<th>2nd Delinquent Service Order*</th>
<th>3rd Delinquent Service Order*</th>
<th>4th Delinquent Service Order*</th>
<th>5th &amp; future DLQ up to $350 maximum*</th>
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<tr>
<td>Minimum deposit</td>
<td>- $50 additional deposit required or bring in line with the minimum deposit</td>
<td>- $50 additional deposit required</td>
<td>- $50 additional deposit required</td>
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### EXHIBIT A: DEPOSIT AND DELINQUENT SERVICE ORDER RECONNECTED (DLQ) CRITERIA (continued)

**Residential Customers Only**

<table>
<thead>
<tr>
<th>Existing Customer, Credit Risk with a deposit less than the minimum deposit</th>
<th>Current/Initial Deposit</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Delinquent Service Order*</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Delinquent Service Order*</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Delinquent Service Order*</th>
<th>4&lt;sup&gt;th&lt;/sup&gt; Delinquent Service Order*</th>
<th>5&lt;sup&gt;th&lt;/sup&gt; &amp; future DLQ up to $400 maximum*</th>
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<tr>
<td>Existing deposit amount</td>
<td>- Charged amount up to the minimum</td>
<td>- $50 additional deposit required</td>
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<thead>
<tr>
<th>Unauthorized Utility Usage</th>
<th>Current deposit less than maximum</th>
<th>- Bill deposit up to the maximum deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
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<th>Maximum deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
<th>- $0 additional deposit</th>
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Charges such as connection fees and reconnection fees are subject to change on an annual basis as mandated by the Service Policy Committee. To request a copy of the MLGW Schedule of Charges and related charges, Customers are asked to contact the Customer Care Center at 901-544-6549 or to visit one of the MLGW Community Offices.
## EXHIBIT B: DEPOSIT AND DELINQUENT SERVICE ORDER GENERATED CRITERIA

**General Power Customers Only**

<table>
<thead>
<tr>
<th>New Customer</th>
<th>Initial Deposit</th>
<th>1st Delinquent Service Order</th>
<th>2nd Delinquent Service Order</th>
<th>3rd Delinquent Service Order</th>
<th>4th Delinquent Service Order</th>
<th>And future Delinquent Service Orders</th>
</tr>
</thead>
</table>
| - Deposit will be calculated and charged based on 2.5 times the second highest usage for each metered service for the previous 12 months or most current usage. – Refer to deposit options 100.65 | - Deposit is recalculated and the difference is charged if the initial deposit is non-sufficient*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and the difference is charged if additional deposit required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection |

| A-Rated Customers with 24 months of MLGW good pay credit history** | $0 | - No additional deposit  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged based on 2.5 times the second highest usage for each metered service for the previous 12 months or most current usage  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit is required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit is required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection | - Deposit is recalculated and charged if additional deposit is required*  
- Reconnect fee amount depends on the size of meter  
- Entire past due amount must be paid prior to reconnection |
Exhibit C: Disconnection Process – Timelines

Timeline for Residential ‘A-Rated’ (Good Pay) Customer when ONLY one meter is disconnected for non-payment per delinquent service order. The timeline assumes that the bill balance on day one is below the minimum balance threshold. Bills on day one that are above the minimum balance threshold will follow the ‘B-Rated’ timeline below.

WORKDAY
Day 1  Bill rendered with a due date 12 workdays from the printed date
Day 12  Due date for bill rendered on Day 1
Day 13  Late Fees charged
**Day 22**  Next bill is rendered with a balance due date 12 workdays from the printed date (assumed balance + current charges greater than the minimum balance threshold)
Day 34  Due date for bill rendered Day 22
Day 35  Late Fees charged for bill rendered Day 22
Day 36  Disconnection Notice mailed for total bill past due
Day 43  Next bill is rendered with a due date 12 workdays from the printed date
Day 46  C11 One Service Cutoff Order Prep (Service Order Generated)
**Day 47**  One metered service (usually electric service) disconnected
Day 50  C12 All Service Cutoff Order Prep (Service Order Generated)
**Day 51**  If electric service was disconnected on day 47, no services are cut on this date
Day 55  Due date for bill rendered on day 43
Day 56  Late fees charged for bill rendered on Day 43
**Day 57**  Disconnection notice mailed (for total amount past due)
Day 64  Next bill is rendered with a due date 12 workdays from print date
Day 67  C11 One Service Cutoff Prep (Service Order Generated)
**Day 68**  Two remaining services are disconnected and Final Bill is rendered
Day 80  Final Bill due date
Day 81  Late Fees charged for Final Bill
Day 85  Inactive Bill is rendered
Day 97  Due date for Inactive Bill
Day 106  2nd Inactive Bill is rendered
Day 121  Account is eligible for bad-debt write off (based on meter reading cycle)
<table>
<thead>
<tr>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bill rendered with a due date 12 workdays from the printed date</td>
</tr>
<tr>
<td>12</td>
<td>Due date for bill rendered on Day 1</td>
</tr>
<tr>
<td>13</td>
<td>Late Fees charged</td>
</tr>
<tr>
<td>14</td>
<td>Disconnection Notice mailed (if account past due balance is $200 or more)</td>
</tr>
<tr>
<td>23</td>
<td>Next bill is rendered with balance and reference to previous Disconnection Notice</td>
</tr>
<tr>
<td>24</td>
<td>C11 One Service Cutoff Order Prep (Service Order Generated)</td>
</tr>
<tr>
<td>25</td>
<td>One metered service (usually electric service) disconnected</td>
</tr>
<tr>
<td>28</td>
<td>C12 All Service Cutoff Order Prep (Service Order Generated)</td>
</tr>
<tr>
<td>29</td>
<td>If electric service was disconnected on day 25, no services are cut on this date</td>
</tr>
<tr>
<td>35</td>
<td>Late Fees charged</td>
</tr>
<tr>
<td>36</td>
<td>Next Disconnection Notice is mailed</td>
</tr>
<tr>
<td>43</td>
<td>Next bill is rendered with balance and reference to previous Disconnection Notice</td>
</tr>
<tr>
<td>45</td>
<td>C11 One Service Cutoff Order Prep (Service Order Generated)</td>
</tr>
<tr>
<td>46</td>
<td>Two remaining services are disconnected and Final Bill is rendered</td>
</tr>
<tr>
<td>58</td>
<td>Late Fees charged for Final Bill</td>
</tr>
<tr>
<td>64</td>
<td>Inactive Bill is rendered</td>
</tr>
<tr>
<td>85</td>
<td>2nd Inactive Bill is rendered</td>
</tr>
<tr>
<td>100</td>
<td>Account is sent to collection</td>
</tr>
</tbody>
</table>
EXHIBIT D: Payment Arrangement Timeline

General Power and Residential Customers

WORKDAY
Day 1       Bill rendered with a due date 12 workdays from the printed date
Day 13      Late Fees charged
Day 14      Disconnection Notice mailed
Day 20      Disconnection Notice due date
Day 24      Payment due: 25% of the Disconnection Notice amount must be paid to obtain a Payment Arrangement
Day 28      The remaining 75% of the Disconnection Notice amount due to the original C12 All Service Cutoff Order Prep must be paid in full (8 days past the Disconnection Notice due date)
Day 29      Grace day for the full payment (courtesy)
Day 30      Disconnection Order routed for non-payment

The following timeline refers to Second Payment Arrangements when Customers are unable to pay the 1st arrangement (day 28) and request an additional arrangement.

WORKDAY
Day 1       Bill rendered with a due date 12 workdays from the printed date
Day 13      Late Fees charged
Day 14      Disconnection Notice mailed
Day 20      Disconnection Notice due date
Day 24      Payment due: 25% of the Disconnection Notice amount must be paid to obtain a Payment Arrangement
Day 28      Upon Customer request for an additional arrangement, 50% of the remaining balance must be paid (8 days past the Disconnection Notice due date)
Day 32      Disconnection Balance due: The remaining balance must be paid in full two days before the due date of the Current Bill
Day 33      Grace day for the full payment (courtesy)
Day 34      Disconnection Order routed for non-payment – Day 34 is also the Due Date of Current Bill
EXHIBIT E: No Service Agreement Disconnection Process

Timeline for Residential and General Power Customers

Workday
Day 1  Service Agreement mailed – due date 30 business days from printed date
Day 15  Proactive dialer call (reminder to return Service Agreement)
Day 15  A written notice of intent to disconnect services is mailed
Day 28  Two days prior to the service agreement due date, proactive dialer call
         notification of impending disconnection
Day 30  Service Agreement due
Day 32  C13 Disconnect No Service Agreement

Timeline Residential and General Power Customers with a 15-business day extension. Under appropriate circumstances an account can be given a 15-business day extension. An extension adds 15 business days to the original due date of the service agreement.

Workday
Day 1  Service Agreement mailed, due date 30 business days from printed date
Day 15  Proactive dialer call (reminder return Service Agreement)
Day 15  Disconnection Notice is mailed

* A service agreement extension is granted – 15 business days are added to the original Service Agreement due date

Day 43  Two days prior to the Service Agreement due date, proactive dialer
         notifies of impending disconnect
Day 45  Service Agreement due date
Day 47  C13 Disconnect – No Service Agreement
**Example 1: Disconnection Timeline**

**Workday**

| Day 1 | June 7, 2010 | Service Agreement is mailed due date July 20, 2010 |
| Day 15 | June 28, 2010 | Proactive dialer call, reminder to return Service Agreement |
| Day 15 | June 28, 2010 | Disconnection Notice is mailed |
| Day 28 | July 16, 2010 | Proactive dialer call, impending disconnection message |
| Day 30 | July 20, 2010 | Service Agreement due |
| Day 32 | July 22, 2010 | C13 Disconnect – No Service Agreement |

**Example 2: Disconnection Timeline with service agreement due date extension (15 business days)**

**Workday**

| Day 1 | June 7, 2010 | Service Agreement is mailed – due date July 20, 2010 |
| Day 15 | June 28, 2010 | Proactive dialer call, reminder to return Service Agreement |
| Day 15 | June 28, 2010 | Disconnection Notice is mailed |

* A service agreement extension is granted. 15 business days are added to the original Service Agreement due date – new due date August 10, 2010. |

| Day 43 | August 6, 2010 | Proactive dialer call, impending disconnection message |
| Day 45 | August 10, 2010 | Service Agreement due |
| Day 47 | August 12, 2010 | C13 Disconnect – No Service Agreement |
# MEMPHIS LIGHT GAS AND WATER DIVISION
## RESIDENTIAL SERVICE AGREEMENT

**PLEASE TYPE OR PRINT**

<table>
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<tr>
<th>Last Name</th>
<th>First Name</th>
<th>M.I.</th>
<th>Maiden Name</th>
<th>Date of Birth</th>
<th>Social Security No.</th>
<th>Home Telephone No.</th>
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**Apt. No.**  
**City**  
**Zip Code**  
**Marital Status:** Single  
**Service Address**

- **Mailing Address (if different from Service Address)**  
- **City**  
- **Zip Code**  
- **Prior Service w/MLGW:** Yes

**Do You:**  
- **Own**  
- **Rent**  
- **Date of Purchase of Lease**  
- **Name of Landlord or Apt. Complex**  
- **Telephone No.**

**Immediate Prior Address:**  
**Apt. No.**  
**City**  
**Zip Code**  
**Prior Service w/MLGW:** No

**Social Security No.**  
**Driver’s License No. and State**

**Name of Employer**  
**Address**  
**Telephone No.**

**Nearest Relative (not living with you)**  
**Address**  
**Telephone No.**

**Name of Spouse**  
**First Name**  
**M.I.**  
**Maiden Name**  
**Date of Birth**  
**Social Security No.**

**Name of Employer**  
**Address**  
**Telephone No.**

**Applicant’s Signature:**  
**Date:**

**Co-Applicants (please Print or Type)**

**Co-Applicant’s Signature:**  
**Date:**

**Print:**

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<tr>
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**Co-Applicant’s Signature:**  
**Date:**

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**Co-Applicant’s Signature:**  
**Date:**

**Print:**

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Terms and Conditions

MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning when the deposit was established may be eligible for a deposit refund. MLGW will refund Residential deposits within 30 days, based on A-Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24 month period; no returned checks, stopped payments, or credit card reversals in the previous 24 month; period. No active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payments arrangements (i.e. missed extensions) during the previous 24 months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meter or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until utility services are terminated and applied to your final bill.

The undersigned(s) hereby makes application for utility service(s) and agrees to pay for said service(s) as measured by Memphis Light, Gas and Water Division’s metering devices in accordance with the application rates and charges as specified in MLGW’s rate schedule for the above account and any account requested by the undersigned from MLGW. The customer agrees to allow right of access to MLGW’s agent(s) on the customer’s premises at all reasonable times and for necessary purposes. The undersigned(s) assume responsibility of service beginning from connection date or until MLGW is properly notified of cancellation of service, and agree that all billing rendered by said company shall be due and payable as per the bill. Failure to receive a bill does not release a customer from payment obligations. The customer shall pay all collections expenses, attorney fees and court cost if payment is delinquent due to fraud, default or failure to perform the obligations incurred and set forth in this agreement. It is agreed by the customer and MLGW that this contract shall apply to the original address of the customer and to all future addresses of the customer which receive service from MLGW. Information submitted to MLGW in this service agreement is correct and true to the best of the undersigned(s) knowledge and belief.

If a customer or individual within the household is dependent on 24 hour electrical operating equipment to sustain life, medical certification of the health condition and the type of equipment used must be provided to MLGW. MLGW will determine and contact the customer if the equipment qualifies for the Life Support Program. This program alerts MLGW’s distribution area of the urgent need for electricity on the premises. MLGW shall not be responsible for damages incurred due to lack of service. The Life Support Program does not relieve the customer from full payment of utility bills.

The undersigned hereby consents to being contacted by telephone by MLGW employees or our agents regarding your account. In the event that your account goes into default, this contact may be from a Debt Collection Service in an attempt to collect the debt. You agree that we or our agents may place such calls using an automated dialing/announcing technique. You agree that we or our agents may make such calls to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us or our agents.

By affixing his, her or their signatures hereto, customer(s) acknowledge that they have previously granted MLGW permission to perform a credit assessment for the purpose of confirming the identity of the customer and determining the amount of any required deposit

MLGW USE ONLY

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<th>Deposit Amount Paid</th>
</tr>
</thead>
</table>

Remarks: _____________________________________________________________

MLGW Representative __________________________ Area Number __________ Date __________

ATTACH IDENTIFICATION HERE:
Please Type or Print

Corporate Name ___________________________ Date of Incorporation in Tennessee __________
Name Doing Business In ___________________________ EIN/TAX ID # ___________________________
Principle Address __________________ Suite __________ City __________________ State ______ Zip Code __________
Mailing Address (if different from Principal Address) __________________ Suite __________ City __________________ State ______ Zip Code __________
Business Phone No. __________________ Fax No. (optional) __________________ Email Address (optional) __________________

Do You: __________ Own __________ Rent __________ Date of Purchase of Lease: __________

Name of Landlord: __________________ Telephone No. __________________

Immediate Prior Address Suite No. __________ City __________________ State ______ Zip Code __________

President - Signature: ___________________________ ___________________________ __________

Print: ___________________________ ___________________________ ___________________________ ___________________________ ___________________________

Vice President - Signature: ___________________________ ___________________________ __________

Print: ___________________________ ___________________________ ___________________________ ___________________________ ___________________________

Secretary/Treasurer - Signature: ___________________________ ___________________________ __________

Print: ___________________________ ___________________________ ___________________________ ___________________________ ___________________________

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The undersigned(s) hereby makes application for utility service(s) and agrees to pay for said service(s) as measured by Memphis Light, Gas and Water Division’s metering devices in accordance with the applicable rates and charges as specified in MLGW’s rate schedule for the above account and any account requested by the undersigned from MLGW. The customer agrees to allow right of access to MLGW’s agent(s) on the customer’s premises at all reasonable times and for necessary purposes. The undersigned(s) assume responsibility for services beginning from the connection date or until MLGW is properly notified of cancellation of service, and agree that all billings rendered by said company shall be due and payable as per the bill. Failure to receive a bill does not release a customer from payment obligations. The customer shall pay collections expenses, attorney fees and court costs if payment is delinquent due to fraud, default or failure to perform the obligations incurred and set forth in this agreement. It is agreed by the customer and MLGW that this contract shall apply to the original address of the customer and to all future addresses of the customer which received service from MLGW. Information submitted to MLGW in this service agreement is correct and true to the best of the undersigned(s) knowledge and belief.

MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning with the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, you deposit(s) will be held until utility services are terminated. The deposit will be applied to your final bill. MLGW requires each new corporate customer to execute a Corporate Resolution in the form provided by MLGW (Exhibit J in the Customer Care Information and Process Guide). To receive service corporations must be registered to do business in Tennessee.
CREDIT AND CREDIT OPERATIONS DEPARTMENT
SECURITY REQUIREMENTS ON GENERAL POWER ACCOUNTS

It is Memphis Light, Gas and Water Division’s policy that all general power commercial accounts be sufficiently secured to prevent possible losses that could result in increased rates. Also, a General Power Commercial Service Agreement will be required from all new customers. An updated General Power Service Agreement may be required after 2 years.

This security will be held for two (2) years and may be one of the following types:

CASH DEPOSITS The amount of the General Power Deposit is determined by using the consumption used by the previous general power customer at the address for which you are applying for service. We multiply the second highest metered service by 2.5 to obtain the most realistic dollar amount in securing payments on final bills. On newly constructed buildings which have never been occupied, we consider the size of the building, type of operation and load requirements.

If after twelve (12) months in operation you feel your deposit is too high, we will, at your request, gladly recalculated your actual billings and adjust your deposits accordingly.

INDEMNITY BOND A bond in the amount of the deposit requested will be accepted in lieu of cash deposit upon its receipt from a surety company. The selection of the surety company shall be the responsibility of the customer. However, the Bond Forms must be secured from and approved by Memphis Light, Gas and Water Division. The Bond will be held for two (2) years.

CERTIFICATE OF DEPOSIT We will accept this type instrument purchased through a bank for a two (2) year period at standard interest rates. The Certificate of Deposit (Time Receipt) will be held in safekeeping by the Division in lieu of the deposit. Certificate must be made jointly to the customer and Memphis Light, Gas and Water.

BANK LETTER OF CREDIT Irrevocable letter of credit must be furnished to the Division by a bank approved by Memphis Light, Gas and Water Division, which guarantees full payment of deposit if the utility bill is delinquent. Letter must state for a two (2) year liability period.

LETTER OF REFERENCE Letter of reference mailed directly to MLGW Credit Operations from another electric and/or gas utility (24-months of service and good pay credit history required within the last 12 consecutive months) prior to service being connected. An acceptable letter of reference must be on the utility’s letterhead in the same business name, owner and organizational structure (i.e. LLC) as the applicant. This option is not applicable if the applicant has an outstanding debt with MLGW or diversion charges. The security deposit will be assessed and appear on the first utility bill. Once the Letter of Reference is received and approved, the deposit will be credited off the account.

REFUND OF DEPOSITS MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning when the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions; no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; no returned checks, stopped payments, or credit card reversals in the previous 24-months period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until the utility services are terminated. The deposit will be applied to your final bill.

The undersigned hereby consents to being contacted by telephone by MLGW employees or our agents regarding your account. In the event that your account goes into default, this contact may be from a Debt Collection Service in an attempt to collect the debt. You agree that we or our agents may place such calls using an automated dialing/answering technique. You agree that we or our agents may make such calls to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us or our agents.

If you would like additional information concerning our security requirements, please call the Credit Operations Departments at (901) 528-4307.

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Remarks: ____________________________ ____________________________ ____________________________

MLGW representative Area Number Date

[MLGW USE ONLY]

32
PLEASE TYPE OR PRINT

Limited Liability Company Name ___________________________ Date of Formation in Tennessee

Name Doing Business In ___________________________ EIN/TAX ID# ___________________________

Principal Address ___________________________ Suite ___________________________ City ___________________________ State ___________________________ Zip Code ___________

Mailing Address (if different from Principal Address) ___________________________ Suite ___________________________ City ___________________________ State ___________________________ Zip Code ___________

Business Phone No. ___________________________ Fax No. (optional) ___________________________ Email Address (optional) ___________________________

Do You: Own _________ Rent _________ Date of Purchase of Lease _________ Name of Landlord ___________________________ Telephone No. ___________________________

Immediate Prior Address Suite No. ___________________________ City ___________________________ State ___________________________ Zip Code ___________________________

Prior Service w/MLGW: (Circle One) Yes _________ No _________

Managing Partner of Member - Print Name: ___________________________ _________ Title: _________

Signature: ___________________________ ___________________________ Date: ___________________________

Managing Partner of Member - Print Name: ___________________________ _________ Title: _________

Signature: ___________________________ ___________________________ Date: ___________________________

Managing Partner of Member - Print Name: ___________________________ _________ Title: _________

Signature: ___________________________ ___________________________ Date: ___________________________

Terms and Conditions

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MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning with the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, you deposit(s) will be held until utility services are terminated. The deposit will be applied to your final bill. MLGW requires each new corporate customer to execute a Corporate Resolution in the form provided by MLGW (Exhibit J in the Customer Care Information and Process Guide). To receive service corporations must be registered to do business in Tennessee.
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This security will be held for two (2) years and may be one of the following types:

CASH DEPOSITS The amount of the General Power Deposit is determined by using the consumption used by the previous general power customer at the address for which you are applying for service. We multiply the second highest metered service by 2.5 to obtain the most realistic dollar amount in securing payments on final bills. On newly constructed buildings which have never been occupied, we consider the size of the building, type of operation and load requirements.

If after twelve (12) months in operation your deposit is too high, we will, at your request, gladly recalculated your actual billings and adjust your deposits accordingly.

INDEMNITY BOND A bond in the amount of the deposit requested will be accepted in lieu of cash deposit upon its receipt from a surety company. The selection of the surety company shall be the responsibility of the customer. However, the Bond Forms must be secured from and approved by Memphis Light, Gas and Water Division. The Bond will be held for two (2) years.

CERTIFICATE OF DEPOSIT We will accept this type instrument purchased through a bank for a two (2) year period at standard interest rates. The Certificate of Deposit (Time Receipt) will be held in safekeeping by the Division in lieu of the deposit. Certificate must be made jointly to the customer and Memphis Light, Gas and Water.

BANK LETTER OF CREDIT Irrevocable letter of credit must be furnished to the Division by a bank approved by Memphis Light, Gas and Water Division, which guarantees full payment of deposit if the utility bill is delinquent. Letter must state for a two (2) year liability period.

LETTER OF REFERENCE Letter of reference mailed directly to MLGW Credit Operations from another electric and/or gas utility (24-months of service and good pay credit history required within the last 12 consecutive months) prior to service being connected. An acceptable letter of reference must be on the utility’s letterhead in the same business name, owner and organizational structure (i.e. LLC) as the applicant. This option is not applicable if the applicant has an outstanding debt with MLGW or diversion charges. The security deposit will be assessed and appear on the first utility bill. Once the Letter of Reference is received and approved, the deposit will be credited off the account.

REFUND OF DEPOSITS MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning when the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; no returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until the utility services are terminated. The deposit will be applied to your final bill.

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MLGW representative  Area Number  Date
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<th>Date of Formation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual, Partnership or Company Name</td>
<td></td>
</tr>
<tr>
<td>Name Doing Business In</td>
<td></td>
</tr>
<tr>
<td>Principle Address</td>
<td></td>
</tr>
<tr>
<td>Mailing Address (if different from Principal Address)</td>
<td></td>
</tr>
<tr>
<td>Business Phone No.</td>
<td></td>
</tr>
<tr>
<td>Fax No. (optional)</td>
<td></td>
</tr>
<tr>
<td>Email Address (optional)</td>
<td></td>
</tr>
<tr>
<td>Do You: Own</td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>Date of Purchase of Lease</td>
</tr>
<tr>
<td>Name of Landlord</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Immediate Prior Address</td>
<td></td>
</tr>
<tr>
<td>Prior Service w/MLGW:</td>
<td>Yes</td>
</tr>
<tr>
<td>(Circle One)</td>
<td>No</td>
</tr>
<tr>
<td>Sole Proprietor’s Signature</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Print:</td>
<td></td>
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</tbody>
</table>

### Terms and Conditions

The undersigned(s) hereby makes application for utility service(s) and agrees to pay for said services(s) as measured by Memphis Light, Gas and Water Division’s metering devices in accordance with the applicable rates and charges as specified in MLGW’s rate schedule for the above account and any account requested by the undersigned from MLGW. The customer agrees to allow right of access to MLGW’s agent(s) on the customer’s premises at all reasonable times and for necessary purposes. The undersigned(s) assume responsibility for services beginning from the connection date or until MLGW is properly notified of cancellation of service, and agree that all billings rendered by said company shall be due and payable as per the bill. Failure to receive a bill does not release a customer from payment obligations. The customer shall pay collections expenses, attorney fees and court costs if payment is delinquent due to fraud, default or failure to perform the obligations incurred and set forth in this agreement. It is agreed by the customer and MLGW that this contract shall apply to the original address of the customer and to all future addresses of the customer which received service from MLGW. Information submitted to MLGW in this service agreement is correct and true to the best of the undersigned(s) knowledge and belief.

MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning with the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A Rating with the following conditions: no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72 months; no missed payment arrangements (i.e. missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e. theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, you deposit(s) will be held until utility services are terminated. The deposit will be applied to your final bill. MLGW requires each new corporate customer to execute a Corporate Resolution in the form provided by MLGW (Exhibit J in the Customer Care Information and Process Guide). To receive service corporations must be registered to do business in Tennessee.
CREDIT AND CREDIT OPERATIONS DEPARTMENT
SECURITY REQUIREMENTS ON GENERAL POWER ACCOUNTS

It is Memphis Light, Gas and Water Division’s policy that all general power commercial accounts be sufficiently secured to prevent possible losses that could result in increased rates. Also, a General Power Commercial Service Agreement will be required from all new customers. An updated General Power Service Agreement may be required after 2 years.

This security will be held for two (2) years and may be one of the following types:

CASH DEPOSITS The amount of the General Power Deposit is determined by using the consumption used by the previous general power customer at the address for which you are applying for service. We multiply the second highest metered service by 2.5 to obtain the most realistic dollar amount in securing payments on final bills. On newly constructed buildings which have never been occupied, we consider the size of the building, type of operation and load requirements.

If after twelve (12) months in operation you feel your deposit is too high, we will, at your request, gladly recalculated your actual billings and adjust your deposits accordingly.

INDEMNITY BOND A bond in the amount of the deposit requested will be accepted in lieu of cash deposit upon its receipt from a surety company. The selection of the surety company shall be the responsibility of the customer. However, the Bond Forms must be secured from and approved by Memphis Light, Gas and Water Division. The Bond will be held for two (2) years.

CERTIFICATE OF DEPOSIT We will accept this type instrument purchased through a bank for a two (2) year period at standard interest rates. The Certificate of Deposit (Time Receipt) will be held in safekeeping by the Division in lieu of the deposit. Certificate must be made jointly to the customer and Memphis Light, Gas and Water.

BANK LETTER OF CREDIT Irrevocable letter of credit must be furnished to the Division by a bank approved by Memphis Light, Gas and Water Division, which guarantees full payment of deposit if the utility bill is delinquent. Letter must state for a two (2) year liability period.

LETTER OF REFERENCE Letter of reference mailed directly to MLGW Credit Operations from another electric and/or gas utility (24-months of service and good pay credit history required within the last 12 consecutive months) prior to service being connected. An acceptable letter of reference must be on the utility’s letterhead in the same business name, owner and organizational structure (i.e., LLC) as the applicant. This option is not applicable if the applicant has an outstanding debt with MLGW or diversion charges. The security deposit will be assessed and appear on the first utility bill. Once the Letter of Reference is received and approved, the deposit will be credited off the account.

REFUND OF DEPOSITS MLGW appreciates customers who establish and maintain good pay records. Customers with 24 consecutive months of service beginning when the deposit was established on the account are eligible for a deposit refund. MLGW will refund deposits within 30 days, based on A-Rating with the following conditions; no arrears balance; no delinquent service order generation during the previous 24-month period; no delinquent reconnects during the previous 24-month period; no returned checks, stopped payments, or credit card reversals in the previous 24-month period; no active payment plans; no bad debt (debt subject to collection agency assignment) within the previous 72-months; no missed payment arrangements (i.e., missed extensions) during the previous 24-months; the customer has not received the benefit of diversion (i.e., theft/any tampering with wires, pipes, meters or other service equipment within the previous 72-months); poor payment history. If your pay record does not meet these requirements, your deposit(s) will be held until the utility services are terminated. The deposit will be applied to your final bill.

If you would like additional information concerning our security requirements, please call the Credit Operations Departments at (901) 528-4307.

MLGW USE ONLY

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Premises No.</th>
<th>Deposit Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Remarks:

MLGW representative

Area Number

Date
BE IT RESOLVED THAT:

1. _____________________________________________________________ (hereinafter referred to as the “Customer”) is authorized to open and operate accounts with Memphis Light Gas and Water, a division of the City of Memphis (hereinafter referred to as “MLGW”) and to enter into agreements with MLGW with respect to any utility services offered by MLGW from time to time.

2. The Customer authorizes the individual(s) listed on this form (“Authorized Individuals”) to bind the Customer and to conduct all aspects of the utility services relationship of the Customer with MLGW, including without limitation, the following:
   (a) to enter into agreements with MLGW including without limitation in accordance with any of MLGW’s forms, agreements and terms and conditions from time to time;
   (b) to give MLGW instructions and perform transactions on behalf of the Customer with respect to the account(s) of the Customer with MLGW and using any of the services offered by MLGW from time to time;
   (c) to receive statements, instruments, agreements, terms and conditions, amendments to agreements and terms and conditions, and other documents, notices and communications with respect to the account(s) with MLGW; and
   (d) to settle the account(s) of the Customer with MLGW.

3. MLGW is entitled to rely on this resolution as duly and validly authorized and binding on the Customer. MLGW is further entitled to rely on the authority of the Authorized Individuals to bind the Customer. MLGW does not need to make any further inquiry into the authority of the undersigned, the authority of the Authorized Individuals and the validity of this resolution all of which will be enforceable against the Customer and may be acted upon by MLGW.

4. There are no provisions in the charter, by-laws or any other resolution, agreement or document to which the Customer is bound which are inconsistent with this resolution. MLGW is entitled to continue to rely on this resolution and the authority of the Authorized Individuals until MLGW receives a valid resolution of the Customer amending or rescinding this resolution.

Name                                     Position/Title

Name                                     Position/Title

Name                                     Position/Title

Certified to be a true copy of a resolution properly passed by the board of directors of the Customer, which resolution is in full force and effect and unamended as of the date hereof.

Dated this __________ day of ____________________________, 20__
The undersigned, a residential customer of record with Memphis Light, Gas and Water, hereby designates the following person(s) to act as the customer of record’s agent(s) with Memphis Light, Gas and Water as regards the specific premises listed next to the name of the agent(s). The agent(s) is (are) authorized to activate, terminate and modify utility services at said address:

<table>
<thead>
<tr>
<th>AGENT</th>
<th>PREMISES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The undersigned understands that the agent(s) listed above shall have authority to act for the undersigned until the undersigned notifies MLGW in writing of the termination of this designation.

Name

Position/Title

Dated this______ day of ___________________________, 20__.
The undersigned, a commercial customer of record with Memphis Light, Gas and Water, hereby designates the following person(s) to act as the customer of record’s agent(s) with Memphis Light, Gas and Water as regards the specific premises listed next to the name of the agent(s). If the agent is to be authorized to be an agent on all current accounts, under “Premises” insert the phrase “all active MLGW accounts”. If the agent is to be authorized to be an agent on all future accounts, under “Premises” insert the phrase “all future MLGW accounts”. The agent(s) is (are) authorized to activate, terminate and modify utility services at said address:

<table>
<thead>
<tr>
<th>AGENT</th>
<th>PREMISES</th>
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</thead>
<tbody>
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</tbody>
</table>

In the event there are additional service addresses, please complete, sign and notarize additional copies of this form.

The undersigned understands that the agent(s) listed above shall have authority to act for the undersigned until the undersigned notifies MLGW in writing of the termination of this designation.

Name

Position/Title

Dated this________day of__________________________, 20__.
Guarantee of Debt

Customer of Record: ____________________________

Requested Address: ____________________________

In consideration of continuation of service on behalf of the above named Customer of Record, I accept responsibility for and guarantee any unpaid balances on the account of Customer of Record upon termination of service with Memphis Light, Gas and Water (hereinafter referred to as “MLGW”). Any unpaid balance will be transferred to Guarantor’s account with MLGW and a failure to pay such balance may result in the disconnection of Guarantor’s service and collection activity against Guarantor.

This agreement will remain in effect for any residential service provided to the above Customer of Record at any location for the life of the Customer of Record’s account with MLGW or ninety (90) days after a written recession of this guarantee is received by MLGW. The recession of this guarantee must be in writing and signed by the guarantor before a notary public. Recession of this guarantee may be grounds to terminate utility service to the Customer of Record, transfer of unpaid balances to Guarantor’s account with MLGW and collection activity against Guarantor.

To qualify as a guarantor for another’s account, the guarantor must a) currently have an account with MLGW, b) have had service for the last thirty-six consecutive months, and c) have had no collection activity on their account(s) in the last thirty-six months. Collection activity is defined as follows: Any account that has been cut-off for any reason; returned check or draft which occurred more than once in the last thirty-six (36) months of service; or any amount declared bad debt by MLGW within the past seven (7) years.

In the event the Guarantor’s account 1) requires collection activity as defined above, or 2) is terminated with MLGW during the term of this agreement, MLGW reserves the right to require an additional deposit amount from the Customer of Record or services will be discontinued until such requirements are met.

Guarantor: ____________________________

Guarantor Signature: ____________________________

Address: ____________________________

______________________________

Sworn to and subscribed before me the________day of__________________, 20__.

______________________________

Notary Public

My Commission Expires: ________________

This agreement is invalid unless accepted in the offices of MLGW.

Accepted by MLGW: ____________________________
MLGW STANDARD CHARGE BUILDER APPLICATION

Application Date: ____________________
Company Name: ______________________ Customer ID# ___
Type of Business: SP=Sole Proprietorship, P=Partnership, C=Corp, LLC=Limited Liability Co, LP=Limited Partnership, LLP= Limited Liability Partnership
Mailing Address: ______________________
City________________________ State___________ Zip___________
Business Phone #: _______________ Fax #: ______________________
Cell #: __________________________
Email Address: _____________________
Company Address: _____________________
City________________________ State___________ Zip___________
Federal Employer ID#: _________________
Owner/President Name: __________________________
Home Address: __________________________
City________________________ State___________ Zip___________
Owner Driver’s Lic #: _______________ SSN#: _______________
VP/Partner Name: __________________________
Home Address: __________________________
City________________________ State___________ Zip___________
VP/Partner Driver’s Lic #: _______________ SSN#: _______________
Credit Approved by: __________________________
Remarks or Reference: __________________________
Processed by Builder Services: _______________ Date ____________

*Note: This application will be forwarded to MLGW Credit Department. Builder Services will notify you of their decision.

Please FAX or mail completed application to:
MLGW Builder Services ST/01
P.O. Box 430
Memphis, TN 38101-9969
Fax#: (901) 729-8607
Email Address: Builder.services@mlgw.org
Office hours: 7:00 a.m. – 3:30 p.m.
AutoPay Direct Debit Authorization Agreement

DIRECT DEBIT AUTHORIZATION AGREEMENT
(Please print using black ink)

Your Name (as shown on your bank records) ____________________________
Home Phone No. ____________________________ Work Phone No. ____________________________
Home Address: Street ____________________________ Apt. # ____________________________ City ____________________________ ST ______ Zip ____________________________
MLGW Account Number (as shown on bill) ____________________________ Name on MLGW account (if different from above) ____________________________

BANK NAME ____________________________ ROUTING NO. ____________________________ ACCOUNT NO. ____________________________

***Please attach a check or savings document marked “VOID” to this form***

This authorization is to remain in full force and effect until Memphis Light Gas & Water has received written notification from me of its termination in such time and in such manner as to afford Memphis Light Gas & Water a reasonable opportunity to act on it.

I hereby authorize Memphis Light Gas & Water to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my [ ] CHECKING [ ] SAVINGS account indicated on this form and the bank named on this form to debit and/or credit the same to such account.

SIGNED ____________________________ DATE ____________________________

***signature required for enrollment***

Return this completed form and VOIDED check or savings document with your next utility payment or Mail to:

MLGW
Cashiering Operations
P.O. Box 430
Memphis, TN 38101-0430
MLGW Third Party Notification Form

Your Name ___________________________ Date ______________

Your Address __________________________

Account Number ________________________

Signature _______________________________

Name of third party to be notified: __________________________

Address ________________________________

City ___________ State ___________ Zip ___________

Signature of third party __________________________

Please mail this completed form to:

Memphis Light, Gas and Water Division
Credit Operations
P.O. Box 430
Memphis, TN 38101

We will make every effort to contact the designated third party, but we cannot be responsible if they do not receive the notification.

__________________________________________
Customer Code of Third Party Individual
AFFIDAVIT OF FRAUDULENT RECEIPT OF UTILITIES

Claimant’s Name: ___________________________ Date of Fraud: ________________
Address of Utility Fraud: ___________________ Account No: __________________
Claimant’s Telephone Number (with area code) Home: _______________ Work: _______________

INSTRUCTIONS: Claimant should place his/her initials in the appropriate space(s), fill in the blanks and answer the questions as indicated. Read the Declaration carefully and sign the affidavit before an MLGW representative or notary. Each address requires a separate Affidavit.

☐ The request for utility services at the above address was not made by me. I have granted neither verbal nor written authorization to any one to request and/or transfer service to the above account.
☐ The signature purported to be my name was not authorized. The person who signed my name was not authorized to use said account or have utility services in my name.
☐ The request for a transfer of the balance on the account from ___________________________ to my account was not made by me. I have granted no authorization to any one for this purpose.

1. Do you know who is responsible for the bill in question? ______ If so, what is the name and (current) address of this person? ___________________________
2. If ID was lost or stolen, did you notify the police? ______ If so, we need a copy of the police report.
3. Do you know the owner of the subject address? ______ If so, please supply name and telephone number of the property owner.
4. Did you report this forgery to the Credit Bureau? ______ If so, we need a copy of the report and any similar reports of fraud you may have filed with others such as a telephone or credit card company.

I wish to provide the following additional facts:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

I, ______________________________________, declare under penalty of perjury that the foregoing is true and correct of my own personal knowledge and, if called, I will so testify. I understand that filing a false affidavit could subject me to criminal prosecution and imprisonment.

Claimant’s Signature ___________________________ Date ________________

Identification

Identification

STATE OF ___________________________ County of ___________________________
Sworn and subscribed before me, this ___________________ day of ____________________ Year _______________

Notary Public ___________________________ MLGW Supervisor or Chief
Apply for MLGW’s Budget Billing Today!

Name on Account __________________________ MLGW Account # __________________

Address __________________________ City ___________ State _____ ZIP ______

Home Phone __________________________ Work Phone __________________________

Signature __________________________ Date __________________________

Upon receipt of this application, we will send you a letter to inform you if you have been accepted.

☐ Check here to eliminate even more guesswork. Sign up for AutoPay and have your Budget Billing installment automatically deducted from your bank account at the same time each month. An AutoPay application will be sent to you or you may visit www.mlgw.com for more details.
Gift of Comfort

EXHIBIT S
Form 74048 (Rev. 02/08)

NET DUE DATE PROGRAM AGREEMENT

ADDRESS: __________________________ ACCOUNT NUMBER: __________________

NAME: __________________________ NAME CHANGE: __________________

SSN#: __________________________ DATE: __________________

Net Due Date Program is designed for customers who receive income in the form of Social Security, Disability, or pension once per month, and is not supplementing that income by any other income.

The customer may be eligible to change the due date on their monthly bill to the 12th or a comparable date. The customer can: (1) have no more than a $600.00 balance on the account to be set up as deferred billing for up to twelve months. (2) sign a Net Due Date Agreement (3) present support documentation such as a valid driver's license, verification of income and/or a signed statement from a physician (if applicable) (4) wait one year to reapply if removed from the program for non-compliance.

I am requesting enrollment in the MLGW NET DUE DATE PROGRAM. I receive my monthly ___________ check approximately the ______ of each month.

I agree to pay by the specified date or I will become ineligible for further participation in this special billing arrangement and returned to my regular billing period.

I have read and discussed the contents of this agreement and do fully understand my obligations and MLGW's obligations.

I received a copy of the Smart pay brochure. I want to participate. _____Yes _____No

Signed:

Customer of Record: __________________________ Date: __________

MLGW Representative Verification:

Customer's Net Due Date: __________ Smart Pay Amount: __________

Name: __________________________ Job Title: __________________________

Area Number: __________________________ Date: __________

Supervisory Approval (If applicable): __________________________ Date: __________
Owner’s Reconnect Program
Service Agreement

Owner’s Reconnect Program Information:

Date___________ Name of Business __________________________________________
(Name to be listed on MLGW account)

Corporate Office Address________________________________________MLGW Acct# __________

Business Telephone Number(s)________________________(office)

Email Address__________________________________

Mailing Address—Where the bill is to be mailed. (If different from corporate address)

_____________________________________________________________________________

Size of Apartment or Property (number of units)
( ) Sole Proprietor ( ) Limited Liability Company ( ) Trustee ( ) Corporation ( ) Partnership

*Corporations and limited liability companies are not required to provide social security numbers, home addresses or phone numbers; however, all officers’ name, tax ID# and/or SSN must be listed.

Name(s) of Owner(s) or Officer(s):

President or Owner Name____________________________SSN_________________

Vice-President____________________________SSN_________________

Secretary-Treasure____________________________SSN_________________

Tax ID Number__________________________

I ____________________________, who serves the ____________________ of this property in the capacity of ____________________, do make oath that the facts and statements contained in the Owner’s Reconnect Service Agreement are true to the best of any knowledge, information and belief. I have read and agree to the Terms and conditions of the agreement. (Terms and conditions on back)

__________________________________________
Authorized Signature for Owner Print Name Title

__________________________________________
Authorized Signature for Owner Print Name Title

__________________________________________
Authorized Signature for Print Name Title
Designated Responsible Party
If this agreement is returned incomplete, your account will not be approved for the Owner’s Reconnect Program.

OWNER’S RECONNECT PROGRAM POLICY

MLGW appreciates customers who establish and maintain good pay records. If disconnected for nonpayment, returned check (s) or an account becomes delinquent, the all accounts will be removed from the Owner’s Reconnect Program. In the event of non-pay disconnect for returned check, this property will be restricted from the Owner’s Reconnect Program for 12 months and may be subject an additional deposit.

TERMS AND CONDITIONS

I hereby apply for participation in the Owner’s Reconnect Program with the Memphis Light, Gas and Water Division for gas and/or electric and/or water service all to be rendered in accordance with the following terms and conditions:

The applicant, whose signature appears on the document and signing in said capacity hereinafter called the customer, hereby makes application to Memphis Light, Gas and Water Division for service and agrees to accept service and pay for same as billed and rendered; therefore, in accordance with applicable rates, rules and regulations now or hereafter in effect. When accepted by the Division, as indicated by commencement of service, this agreement, together with applicable rate schedules and rules and regulations of division now or hereafter in effect (all of which are consented to be by customer shall constitute the sole and only contract between customer and Division for the service herein applied for, unless a special written agreement is executed. Rate schedules and rules and regulations are on file at the Division’s office and are subject to inspection. Failure to receive a bill does not release a customer from payment obligations. The customer shall pay all collection expenses, attorney fees and court costs if payment is delinquent or due to be fraud, default or failure to perform the obligations incurred as set forth in this agreement. It is agreed by the customer and the Division this contract shall apply to the addresses provided by the customer and to all future addresses of the customer until said service is requested terminated by the customer or terminated by the Division.

I do request Memphis Light, Gas and Water to sign my rental property on the Owner’s Reconnect Program. I understand while on the program, I will not be required to pay a reconnect fee when my tenant orders service off in their name. The meter(s) will automatically generate in my name and I will be responsible for any consumption that registers through the meter(s) while in my name. If for any reason I do not want the services to automatically generate in my name after a tenant request the meter(s) to be disconnected. It is my responsibility to call, email, or fax a request to have the meter(s) disconnected. The service will not generate into my name after a delinquent cut off in the tenant’s name. Further, I understand if there is unauthorized usage of utility services/tampering, as owner, management company and/or MLGW customer of record/applicant for service, I am responsible. It is my responsibility to verify that my tenant contacts Memphis Light, Gas and Water to have the meter(s) connected in their name. There will be a connect fee for any and all same day requests. I am however responsible for the bill until I have the service disconnected or my tenants have the meter(s) transferred in their name. I must provide Memphis Light, Gas and Water a list of all rental properties to be included on the Owner’s Reconnect Program.

All requests to add or delete properties from the program must be submitted in writing and signed by the owner/management company of the property and/or owner’s designated agent as indicated on the MLGW
Designated Agent form. Memphis Light, Gas and Water reserve the right to process requests within 30 days of receipt. When property is sold, it is my responsibility to notify Memphis Light, Gas and Water to terminate this agreement in writing.

The undersigned hereby consents to being contacted by telephone by MLGW employees or our agents regarding your account. In the event that your account goes into default, this contact may be from a Debt Collection Service in an attempt to collect the debt. You agree that we or our agents may place such calls using an automated dialing/announcing technique. You agree that we or our agents may make such calls to a mobile telephone or other similar device. You agree that we may for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us or our agents.

______________
Notary of Public

My Commission Expires: ____________________________

Accepted by MLGW: ____________________________ Date: ________________
On Track Application

Memphis, TN 38101

Please allow 5-10 business days for processing

Today's Date ____________________________ Referred by ____________________________

MLGW Account Number ____________________________

Name on MLGW account ____________________________

Street address ____________________________ Apt. # ____________________________

City ____________________________ State ____________________________ Zip code ____________________________

Telephone: Home ____________________________ Cell ____________________________

Name of each member of your household including the person whose name is on the MLGW account:

Name ____________________________ Relationship ____________________________ Date of Birth ____________________________

1. ____________________________

2. ____________________________

3. ____________________________

4. ____________________________

5. ____________________________

6. ____________________________

7. ____________________________

Household Income:
Check yes or no for every question. Report any income for all household members.
(Attach income documentation for each person listed below, including food stamps.)

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Check</th>
<th>If Yes, Give Amount</th>
<th>Name of Person</th>
<th>Receiving Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages (after deductions)</td>
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</tr>
<tr>
<td>Social Security</td>
<td>Yes</td>
<td>Monthly: $_________</td>
<td></td>
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</tr>
<tr>
<td>Food Stamps</td>
<td>Yes</td>
<td>Monthly: $_________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Support (received)</td>
<td>No</td>
<td>Monthly: $_________</td>
<td></td>
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<tr>
<td>Unemployment Benefits</td>
<td>Yes</td>
<td>Monthly: $_________</td>
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<tr>
<td>Families First</td>
<td>Yes</td>
<td>Monthly: $_________</td>
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</tbody>
</table>

Is there any other income from any other source? __Yes __No Monthly $ ____________

If yes, please explain ____________________________

Do you rent or own your home? ___Rent ___Own

How much do you pay each month for your mortgage or rent? $ ____________

(Attach a copy of your mortgage statement, rental agreement, and if applicable your Section 8 papers.)

I understand that if accepted, I will be required to attend a three-hour orientation class before beginning the program and to make a monthly payment to MLGW that will be agreed upon with my assigned service advisor in addition to paying my normal monthly bill. I understand that failure to pay and/or declaring bankruptcy can result in termination from the program.

Signature of person applying for OnTrack: ____________________________ Date: ____________________________

Only residential customers may apply.

Instructions:
First, completely fill out this application and attach the following for each member of your family:

1. Copy of birth certificate or other identification for each person age 17 and under.
   Copy of Social Security card for everyone over age 18. Two IDs for customer of record.

2. Copy of your mortgage statement, rental agreement, and/or Section 8 papers.

3. Income information for anyone in your household with income. This may include your two most recent pay stubs, unemployment award letter, Social Security award letter, child support documents, food stamp award letter, etc.

Participants must provide proof of income, rent/mortgage statements and identification for each household member. **Incomplete applications will not be processed.**

Second, return the application and copies of household and income information to any MLGW Community Office location or mail to:

MLGW Community Relations Dept.
P.O. Box 430
Memphis, TN 38101

Questions? 528-4820

www.mlgw.com
Yes, I want to help!

Please add the following amount to my monthly utility bill:

☐ $1  ☐ $5  ☐ $10  ☐ Other (please specify) ________

(please print)

Name ____________________________
Address __________________________
City ____________________________ State ________ Zip ________
MLG&W Account Number ____________
Signature __________________________
MLGW’s Winter Moratorium Application

Date ________________________________

Account # _______________________ Phone # _______________________

Name _______________________________ Phone # _______________________

Address _______________________________________________________

E-mail ___________________________________________________________

Qualifications: [ ] Age 60 or over [ ] OR [ ] Disabled

Verification: [ ] Driver’s License
[ ] Birth Certificate
[ ] Other ____________________________
(Specify and attach)

Doctor’s Name ____________________________

Doctor’s Phone # ____________________________

The above-named individual, being the customer of record at the address shown, wishes to participate in the MLGW Winter Moratorium program and hereby certifies that he/she is qualified for said program as outlined.

• I understand that in order to be enrolled in the Winter Moratorium, I must have a reduced balance of $199.99 or less by the close of business on November 30th.
• After being enrolled, I understand that I am responsible for all of my monthly utility costs.
• If I cannot pay my bill in full, enrollment will prevent my utilities from being disconnected between December 1 and March 1.
• Any balance that I have accrued during the moratorium will be due in March unless I make payment arrangements through the MLGW credit office, or by calling the Customer Care Center at 544-MLGW (6549).

Customer’s Signature ____________________________ Date _______________________

Received by ____________________________ Date _______________________

Note: If you have previously enrolled in the Winter Moratorium, you will automatically be re-enrolled if your past due balance does not exceed the minimum threshold amount of $199.99 by the close of business November 30th. Applications received after November 30th will be processed for the following year.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Information</td>
<td>203.00</td>
<td>3</td>
</tr>
<tr>
<td>ACH Transfers</td>
<td>207.50</td>
<td>9</td>
</tr>
<tr>
<td>Automated Proactive Telephone Dialer</td>
<td>210.10</td>
<td>10</td>
</tr>
<tr>
<td>AutoPay</td>
<td>207.05</td>
<td>7</td>
</tr>
<tr>
<td>Billing</td>
<td>206.00</td>
<td>5</td>
</tr>
<tr>
<td>Budget Billing Program</td>
<td>216.05</td>
<td>14</td>
</tr>
<tr>
<td>City Service Charges and Fees</td>
<td>206.50</td>
<td>7</td>
</tr>
<tr>
<td>Claims</td>
<td>211.00</td>
<td>11</td>
</tr>
<tr>
<td>Commercial Resource Center (contact information)</td>
<td>200.20</td>
<td>1</td>
</tr>
<tr>
<td>Community Office Locations and Business Hours</td>
<td>201.00</td>
<td>2</td>
</tr>
<tr>
<td>Contact MLGW</td>
<td>200.00</td>
<td>1</td>
</tr>
<tr>
<td>Customer Care Center (contact information)</td>
<td>200.10</td>
<td>1</td>
</tr>
<tr>
<td>Definition of Terms</td>
<td>217.00</td>
<td>19</td>
</tr>
<tr>
<td>Dispute Resolution Process</td>
<td>213.00</td>
<td>12</td>
</tr>
<tr>
<td>Energy Doctor</td>
<td>209.20</td>
<td>10</td>
</tr>
<tr>
<td>Electronic Bill Presentment and Payment (EBPP)</td>
<td>207.25</td>
<td>8</td>
</tr>
<tr>
<td>eScore</td>
<td>209.30</td>
<td>10</td>
</tr>
<tr>
<td>E-Billing</td>
<td>206.20</td>
<td>5</td>
</tr>
<tr>
<td>E-Wiz Kiosks</td>
<td>207.40</td>
<td>8</td>
</tr>
<tr>
<td>Estimated Billing</td>
<td>206.10</td>
<td>5</td>
</tr>
<tr>
<td>Express Pay</td>
<td>207.35</td>
<td>8</td>
</tr>
<tr>
<td>Final Bill</td>
<td>214.00</td>
<td>13</td>
</tr>
<tr>
<td>Generation Partners Program</td>
<td>216.10</td>
<td>15</td>
</tr>
<tr>
<td>Gift of Comfort</td>
<td>216.15</td>
<td>15</td>
</tr>
<tr>
<td>Green Power Switch Program</td>
<td>216.20</td>
<td>15</td>
</tr>
<tr>
<td>Identification</td>
<td>202.00</td>
<td>3</td>
</tr>
<tr>
<td>Identity Theft</td>
<td>212.10</td>
<td>12</td>
</tr>
<tr>
<td>Leased Outdoor Lighting</td>
<td>206.40</td>
<td>7</td>
</tr>
<tr>
<td>Life Support Program</td>
<td>216.25</td>
<td>15</td>
</tr>
<tr>
<td>Master Billing</td>
<td>206.25</td>
<td>6</td>
</tr>
<tr>
<td>MLGW Board Meetings</td>
<td>215.00</td>
<td>14</td>
</tr>
<tr>
<td>Meter Reading</td>
<td>204.00</td>
<td>4</td>
</tr>
<tr>
<td>My Account</td>
<td>209.10</td>
<td>9</td>
</tr>
<tr>
<td>Net Due Date Program</td>
<td>216.30</td>
<td>16</td>
</tr>
<tr>
<td>On Track Program</td>
<td>216.40</td>
<td>17</td>
</tr>
<tr>
<td>Owner’s Reconnect Program</td>
<td>216.35</td>
<td>16</td>
</tr>
<tr>
<td>Pay Agents</td>
<td>207.45</td>
<td>9</td>
</tr>
<tr>
<td>Payment Options</td>
<td>207.00</td>
<td>7</td>
</tr>
<tr>
<td>Plus-1</td>
<td>216.45</td>
<td>17</td>
</tr>
<tr>
<td>Privacy Statement</td>
<td>203.10</td>
<td>3</td>
</tr>
<tr>
<td>Property Owner Rights</td>
<td>210.30</td>
<td>11</td>
</tr>
<tr>
<td>Public Records Act</td>
<td>203.20</td>
<td>4</td>
</tr>
<tr>
<td>Refunds of Accounts Receivable</td>
<td>208.00</td>
<td>9</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>206.30</td>
<td>6</td>
</tr>
<tr>
<td>Schedule of Charges</td>
<td>205.00</td>
<td>4</td>
</tr>
<tr>
<td>Share the Pennies</td>
<td>216.50</td>
<td>17</td>
</tr>
<tr>
<td>Special Assistance</td>
<td>200.40</td>
<td>2</td>
</tr>
<tr>
<td>Third-Party Notification (Residential Customers Only)</td>
<td>210.20</td>
<td>11</td>
</tr>
<tr>
<td>Unauthorized Usage of Utility Services (Diversion)</td>
<td>212.20</td>
<td>12</td>
</tr>
<tr>
<td>Winter Moratorium – Senior and/or Disabled Customers</td>
<td>216.55</td>
<td>18</td>
</tr>
</tbody>
</table>
NOTES